

MCIm traffic destined to the BellSouth Operator Systems Network Element, on trunks from an MCIm end-office or an MCIm tandem.

15.6.1.2.3 At MCIm's request, BellSouth shall receive MCIm CAMA-ANI (Centralized Automatic Message Accounting - Automatic Number identification) traffic destined to the BellSouth B911 PSAPs, or E911 tandems, on trunks from an MCIm end-office.

15.6.1.2.4 If and when S911 is being provided by BellSouth, at MCIm's request, BellSouth shall receive MCIm SS7 traffic destined to any BellSouth S911 tandem on trunks from an MCIm end-office.

15.6.1.3 When requested by MCIm and a third party carrier, BellSouth shall provide interconnections between MCIm's network, and the other carrier's network through the BellSouth network at transmission rates designated by MCIm, including, but not limited to DS1, DS3, and STS-1. BellSouth shall combine and route traffic to and from other local carriers and interLATA carriers through the BellSouth network, and at MCIm's request, BellSouth shall record and keep records of such traffic for MCIm billing purposes.

15.6.1.4 BellSouth shall provide two-way trunk groups for interconnections. At MCIm's request, BellSouth shall provide unidirectional traffic on such trunks, in either direction, effectively operating them as if they were one-way trunk groups.

15.6.1.5 BellSouth shall provision trunks without any user restrictions (e.g., option for two-way trunking where mutually agreed to, and no unnecessary trunk group fragmentation by traffic types; provided that the party receiving the traffic has the right to receive traffic in the manner set forth section 1.1.2 of Attachment IV).

15.6.1.6 All trunking provided by BellSouth shall adhere to the applicable performance requirements set forth in the "General Performance Requirements" section of this Agreement.

15.6.1.7 At MCIm's request, BellSouth shall provide for overflow routing from a given trunk group or groups onto another trunk group or groups as MCIm designates.

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Requirements and Section 6.2.2, Directory Assistance Data Interfaces and Exchanges.

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ATTACHMENT IV

INTERCONNECTION

Section 1. Local Interconnection Trunk Arrangement

A. One-way and two-way trunks. The parties may use either one-way or two-way trunking or a combination, as mutually agreed.

1.1 The parties shall initially reciprocally terminate local exchange traffic and IntraLATA/InterLATA toll calls originating on each other's networks as follows:

1.1.1 The parties shall make available to each other either one way or two-way trunks for the reciprocal exchange of combined local traffic and non-equal access IntraLATA toll traffic

1.1.2 Separate two-way trunks will be made available for the exchange of equal-access InterLATA or IntraLATA interexchange traffic that transits BellSouth's network, and local transit traffic to other LECs. Local transit traffic to other LECs shall only be assessed the local interconnection charge.

1.1.3 Separate trunks connecting MCIm's switch to each 911/E911 tandem.

1.1.4 Separate trunk group connecting MCIm's switch to BellSouth's operator service center for operator-assisted busy line interrupt/verify. MCIm, at its option, may establish trunks from its own operator services platform directly to BellSouth's operator service center.

1.1.5 Separate trunk group connecting MCIm's switch to BellSouth's directory assistance center in instances where MCIm is purchasing BellSouth's unbundled directory assistance service.

1.1.6 The parties shall attempt to develop a solution whereby local, interLATA and intraLATA traffic may all be combined on a single trunk group.

1.2 Interconnection Point

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1.2.1 BellSouth "Interconnection Point" or "IP" means the physical point that establishes the technical interface, the test point, and the operational responsibility hand-off between MCIIm and BellSouth for the local interconnection of their networks. MCIIm will separate traffic destined for different tandems onto separate trunk groups at the IP.

1.2.2 MCIIm shall designate at least one IP in the LATA in which MCIIm originates local traffic and interconnects with BellSouth. MCIIm will be responsible for engineering and maintaining its network on its side of the IP. BellSouth will be responsible for engineering and maintaining its network on its side of the IP. If and when the parties choose to interconnect at a mid-span meet, MCIIm and BellSouth will jointly provision the fiber optic facilities that connect the two networks and shall share the financial and other responsibilities for that facility.

1.2.2.1 Upon MCIIm's request for additional points of interconnection, BellSouth will interconnect with MCIIm at any Technically Feasible point on BellSouth's network of MCIIm's choosing using the same technical configuration or using other arrangements, including but not limited to mutually agreed upon mid-span fiber meets, entrance facilities, telco closets, and physical or virtual collocation.

1.2.2.2 Within three (3) business days of MCIIm's written request for IP, BellSouth shall identify any known Environmental Hazard or Hazardous Materials existing in the IP route or location.

1.2.2.3 BellSouth shall allow MCIIm to perform any environmental site investigations, including, but not limited to, asbestos surveys, MCIIm deems to be necessary in support of its collocation needs, at MCIIm's request.

1.2.2.4 If interconnection is complicated by the presence of Environmental Hazards or Hazardous Materials, and an alternative route is available, BellSouth shall make such alternative route available for MCIIm's consideration.

Section 2. Compensation Mechanisms

2.1 Interconnection Point

2.1.1 Each party is responsible for bringing their facilities to the IP.

2.2 Compensation for Call Traffic Transport and Termination

2.2.1 The Parties shall bill each other reciprocal compensation at the rates set forth for Local Interconnection in this Agreement and the Order of the PSCSC. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area (EAS) exchange. The terms Exchange and EAS exchanges are defined and specified in Section A3. Of BellSouth's General Subscriber Service Tariff.

2.2.1.1 BellSouth shall provide to MCIm, on diskette(s) or in any other manner that the parties agree to, on a one-time basis when requested by MCIm, an all-inclusive list (BellSouth, LEC, CLEC and EAS NXX's) of NXX's pertaining to section 2.2.1, above, that creates parity with that which BellSouth provides to itself. MCIm may require, upon request, updates to this list.

2.2.2 The IP determines the point at which the originating carrier shall pay the terminating carrier for the completion of that traffic. The following compensation elements shall apply:

2.2.2.1 "Transport", which includes the transmission and any necessary tandem switching of local telecommunications traffic from the interconnection point between the two carriers to the terminating carrier's end-office switch that directly serves the called end-user.

2.2.2.2 "Termination", which includes the switching of Local Traffic at the terminating carrier's end office switch.

2.3 When an MCIm subscriber places a call to BellSouth's subscriber, MCIm will hand off that call to BellSouth at the IP. Conversely, when BellSouth hands over local traffic to MCIm for MCIm to transport and terminate, BellSouth must use the established IP.

2.4 MCIm may designate an IP at any Technically Feasible point including but not limited to any electronic or manual cross-connect points, collocations, telco closets, entrance facilities, and mid-span meets where mutually agreed upon. The transport and termination charges for local traffic flowing through an IP shall be as follows:

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2.4.3 Left Blank Intentionally.

Section 3. Signaling

3.1 Signaling protocol. The parties will interconnect their networks using SS7 signaling as defined in GR-317 and GR-394 including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks. All Network Operations Forum (NOF) adopted standards shall be adhered to.

3.2 The parties will provide CCS to each other in conjunction with all trunk groups supporting local, transit, and toll traffic. The parties will cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions. All CCS signaling parameters will be provided including automatic number identification (ANI), originating line information (OLI), calling party category, charge number, etc. All privacy indicators will be honored.

3.2.1 OSS7, while planned by BellSouth, is not presently available.

3.3 Refer to Attachment III, Section 15.5 for detailed terms of SS7 Network Interconnection.

3.4 Both parties agree that the standard interconnection facilities shall be Extended Superframe (ESF) with B8ZS line code. Where ESF/B8ZS is not available, MCIm will agree to using other interconnection protocols on an interim basis until the standard ESF/B8ZS is available. BellSouth will provide anticipated dates of availability for those areas not currently ESF/B8ZS compatible.

3.4.1 Where MCIm is unwilling to utilize an alternate interconnection protocol, MCIm will provide BellSouth an initial forecast of 64 Kbps Clear Channel Capability ("64K CCC") trunk quantities within 30 days of executing this Agreement, consistent with the forecasting agreements between the parties. Upon receipt of this forecast, the parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated B8ZS Extended Super Frame ("ESF") facilities, for the sole purpose of transmitting 64K CCC data calls between MCIm and BellSouth. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC or ILEC internal subscriber demand for 64K CCC

trunks. Where Technically Feasible, these trunks will be established as two-way.

Section 4. Network Servicing

4.1 Trunk Forecasting:

4.1.1 The parties shall work towards the development of joint forecasting responsibilities for traffic utilization over trunk groups. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and or equipment are available. Parties shall make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the parties to each other twice a year. BellSouth's forecast will be provided thirty (30) days following the receipt of the MCIm forecast. The semi-annual forecasts shall include:

4.1.1.1 Yearly forecasted trunk quantities (which include measurements that reflect actual tandem and end office Local Interconnection and future meet point trunks and tandem-subtending Local Interconnection end office equivalent trunk requirements for no more than two years (current plus one year));

4.1.1.2 The use of Common Language Location Identifier (CLLI-MSG), which are described in Bellcore documents BR 795-100-100 and BR 795-400-100;

4.1.1.3 Description of major network projects that affect the other party will be provided in the semi-annual forecasts. Major network projects include but are not limited to trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.

4.1.2 Parties shall meet to review and reconcile their forecasts if forecasts vary significantly. The parties shall mutually agree to the over or under trunk group utilization prior to action being taken on the following;

4.1.2.1 If the parties are unable to reach such a reconciliation, the Local interconnection Trunk Groups shall be provisioned to the higher forecast. At the end of three

months, the utilization of the Local Interconnection Trunk Groups will be reviewed and if the average CCS utilization for the third month is under seventy-five percent (75%) of capacity, either party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity.

4.1.2.2 If the parties agree on the original forecast and then it is determined that a trunk group is under seventy-five percent (75%) of CCS capacity on a monthly-average basis for each month of any six-month period, either party may issue an order to resize the trunk group, which shall be left with not less than twenty-five percent (25%) excess capacity.

4.1.3 Each party shall provide a specified point or points of contact for planning Forecasting and trunk servicing purposes.

4.1.4 Trunking can be established to tandems or end offices or a combination of both via either one-way or two-way trunks. Trunking will be at the DS-0 level, DS-1 level, DS-3/OC-3 level, or higher, as designated by MCI. Initial trunking will be established between the MCI switching centers and BellSouth's access tandem(s). The parties will utilize direct end office trunking under the following conditions:

4.1.4.1 Tandem Exhaust - If a tandem through which the parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any period of time, the parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between MCI and ILEC subscribers.

4.1.4.2 Traffic volume - The parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between an MCI switching center and a BellSouth end office where the traffic exceeds or is forecast to exceed 220,000 minutes of local traffic per month. The parties will install additional capacity between such points when overflow traffic between the MCI switching center and ILEC access tandem exceeds or is forecast to exceed 220,000 minutes of local traffic per month.

4.1.4.3 Mutual Agreement - The parties may install direct end office trunking upon mutual agreement in the absence

of conditions (1) or (2) above and agreement will not unreasonably be withheld.

4.2 Grade Of Service:

4.2.1 A blocking standard of one percent (.01) during the average busy hour, as defined by each party's standards, for final trunk groups between a MCIm end office and a BellSouth access tandem carrying meet point traffic shall be maintained. All other final trunk groups are to be engineered with a blocking standard of one percent (.01). Direct end office trunk groups are to be engineered with a blocking standard of one percent (.01). The blocking standard of one half of one percent (.005) will be used on trunk groups carrying interlata traffic.

4.2.2 For trunks carrying MCIm interlata traffic, MCIm may request BellSouth to report trunk group service performance and blocking standards to the industry.

4.3 Trunk Servicing

4.3.1 Orders between the parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request (ASR), or another industry standard eventually adopted to replace the ASR for local service ordering.

4.3.2 As discussed in this Agreement, both parties will jointly manage the capacity of Local Interconnection Trunk Groups. BellSouth's or MCIm's Trunk Servicing Group will send a Trunk Group Service Request (TGSR) to the other party to trigger changes they desire to the Local Interconnection Trunk Groups based on their capacity assessment. The affected party will issue an ASR to the other party:

4.3.2.1 within ten (10) business days after receipt of the TGSR upon review of and in response to BellSouth's TGSR, or

4.3.2.2 at any time as a result of either party's own capacity management assessment, to begin the provisioning process.

4.3.3 The standard interval used for the provisioning of Local Interconnection Trunk Groups shall be determined by Subscriber Desired Due Date, but in no event shall it be longer than ten (10) working days.

4.3.4 Orders that comprise a major project that directly impacts the other party may be submitted at the same time, and their implementation shall be jointly planned and coordinated. Major projects are those that require the coordination and execution of multiple orders or related activities between and among BellSouth and MCIm work groups, including but not limited to the initial establishment of Local Interconnection or Meet Point trunk groups and service in an area, NXX code moves, re-homes, facility grooming, or network rearrangements.

4.3.5 MCIm and BellSouth agree to exchange escalation lists which reflect contact personnel including vice president-level officers. These lists shall include name, department, title, phone number, and fax number for each person. MCIm and BellSouth agree to exchange an up-to-date list on a quarterly basis.

Section 5. Network Management

5.1 Protective Protocols

5.1.1 Either party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each others network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. MCIm and BellSouth will immediately notify each other of any protective control action planned or executed.

5.2 Expansive Protocols

5.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the parties.

5.3 Mass Calling

5.3.1 MCIm and BellSouth shall cooperate and share pre-planning information, where available, regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes, to prevent or mitigate the impact of these events on the public switched network. Parties agree that permanent controls should be in place for NXX's that are dedicated for media stimulated mass calling.

Section 6. *Busy Line Verify And Interrupt*

6.1 Description: Each party shall establish procedures whereby its operator bureau will coordinate with the operator bureau of the other party in order to provide Busy Line Verification ("BLV") and Busy Line Verification and Interrupt ("BLVI") services on calls between their respective end users on or before the effective date of this agreement.

6.2 Compensation: Each party shall charge the other party for BLV and BLVI at rates specified in Attachment I.

Section 7. *Usage Measurement*

7.1 Each party shall calculate terminating interconnection minutes of use based on standard Automatic Message Accounting (AMA) recordings made within each party's network. These recordings being necessary for each party to generate bills to the other party.

7.2 Measurement of minutes of use over Local Interconnection Trunk groups shall be in actual conversation seconds. The total conversation seconds over each individual Local Interconnection Trunk Group will be totaled for the entire monthly bill-round and then rounded to the next whole minute.

7.3 Where MCIm provides local exchange services via switch facilities, each party shall provide to the other, within 20 calendar days after the end of each BellSouth fiscal quarter (commencing with the first full fiscal quarter after the effective date of this agreement), a usage report with the following information regarding traffic originating from facilities provided by the originating party and terminated over the Local Interconnection Trunk Groups:

7.3.1 Total traffic volume described in terms of minutes and messages and by call type (local, toll, and other) at the state level terminated to each other over the Local Interconnection Trunk Groups and

7.3.2. Percent Local Use (PLU)

Section 8. *Responsibilities Of The Parties*

8.1 BellSouth and MCIm agree to treat each other fairly, nondiscriminatorily, and equally for all items included in this Agreement, or related to the support of items included in this Agreement.

8.2 MCIm and BellSouth agree to exchange such reports and/or data as provided in this Attachment in Section 7.3 to facilitate the proper billing of traffic. Either party may request an audit of such usage reports on no fewer than 10 business days' written notice and any audit shall be accomplished during normal business hours at the office of the party being audited. Such audit must be performed by a mutually agreed-to independent auditor paid for by the party requesting the audit and may include review of the data described in Section 7 above. Such audits shall be requested within six months of having received the PLU factor and usage reports from the other party.

8.3 MCIm and BellSouth will review engineering requirements on a semi-annual basis and establish forecasts for trunk and facilities utilization provided under this Agreement. BellSouth and MCIm will work together to begin providing these forecasts within 30 days from the Effective Date of this Agreement. New trunk groups will be implemented as dictated by engineering requirements for either BellSouth or MCIm.

8.4 MCIm and BellSouth shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and both parties shall share the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.5 MCIm is responsible for all Control Office functions for the meet point trunking arrangement trunks and trunk groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

8.6 MCIm and BellSouth shall:

8.6.1 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

8.6.2 Notify each other when there is any change affecting the service requested, including the due date.

8.6.3 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date.

8.6.4 Perform sectionalization to determine if a trouble is located in its facility or its portion of the interconnection trunks prior to referring the trouble to each other.

8.6.5 Advise each other's Control Office if there is an equipment failure which may affect the interconnection trunks.

8.6.6 Provide each other with a trouble reporting/repair contact number that is readily accessible and available 24 hours/7 days a week. Any changes to this contact arrangement must be immediately provided to the other party.

8.6.7 Provide to each other test-line numbers and access to test lines.

8.6.8 Cooperatively plan and implement coordinated repair procedures for the mutually agreed upon meet point and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

8.6.9 The parties shall meet and mutually agree to network protocols which include but are not limited to glare parameters, number of digits outpulsed, OZZ codes and 800 CIC codes in use.

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ATTACHMENT V

COLLOCATION

Section 1. Introduction

This Attachment sets forth the requirements for Collocation.

Section 2. Technical Requirements

2.1 BellSouth shall provide space, as requested by MCI, to meet MCI's needs for placement of equipment, interconnection, or provision of service.

****2.1.1.** Within three (3) business days of MCI's written request, BellSouth shall identify any known Environmental Hazard or Hazardous Materials in the space provided for placement of equipment and interconnection.

2.1.2 BellSouth shall allow MCI to perform any environmental site investigations, including, but not limited to, asbestos surveys, which MCI deems to be necessary in support of its collocation needs, at MCI's expense.

2.1.3 If the space provided for the placement of equipment, interconnection, or provision of service contains environmental contamination or hazardous material, particularly but not limited to asbestos, lead paint or radon, which makes the placement of such equipment or interconnection hazardous, BellSouth shall offer an alternative space, if available, for MCI's consideration.

2.1.4 MCI shall provide BellSouth with a list of identified Hazardous Materials which at the time of the request meet the definition of Environmental Hazard in Part B that are contained in any equipment it proposes to place in space provided by BellSouth and must obtain written approval for the installation of such equipment prior to placement of the equipment in the space. Failure to obtain the appropriate written approval from BellSouth prior to placement of equipment represents a breach of this agreement and may result in the loss of MCI's right to use the space.

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2.2 BellSouth shall provide intraoffice facilities (e.g., DS0, DS1, DS3, OC3, OC12, OC48, and STS-1 terminations) as requested by MCI to meet MCI's need for placement of equipment, interconnection, or provision of service.

2.3 BellSouth agrees to allow MCI's employees and designated agents unrestricted access to MCI dedicated space in manned BellSouth offices twenty-four (24) hours per day each day of the week. BellSouth may place reasonable security restrictions on access by MCI's employees and designated agents to the MCI collocated space in unmanned BellSouth offices. Notwithstanding, BellSouth agrees that such space shall be available to MCI's employees and designated agents twenty-four (24) hours per day each day of the week.

2.3A A security escort may be required for access to BellSouth premises or MCI space in some locations for non-BellSouth personnel. MCI agrees to provide its employees who will access the space with a picture identification badge containing the employee name, a recent photograph of the employee and the MCI company name and/or logo. Agent representatives will be required to have an identification badge containing the representative's name and company name.

2.4 MCI may collocate the amount and type of equipment it deems necessary in its collocated space in accordance with FCC Rules and Regulations. BellSouth shall not restrict the types of equipment or vendors of equipment to be installed, provided such equipment is for the provision of telecommunications service. All equipment placed in an BellSouth space for collocation must meet applicable industry standards.

2.5 BellSouth shall permit the interconnection of a collocating telecommunications carrier network with that of another collocating telecommunications carrier at the BellSouth premises and the interconnection of collocated equipment to the collocated equipment of another telecommunications carrier within the same premises through the purchase of BellSouth cross-connects.

2.5.1 Subject to Section 2.5, MCI may choose to lease unbundled transport from the BellSouth, or from a third carrier, rather than construct facilities to the BellSouth central office or facility where equipment will be collocated.

2.5.2 Charges for all services provided pursuant to this Attachment shall be as set forth in Attachment I.

2.6 BellSouth shall permit MCI to subcontract the construction of cages and the installation of physical collocation equipment arrangements with

contractors certified by the BellSouth, provided, however, that the BellSouth shall not unreasonably withhold certification of contractors. Certification by a BellSouth shall be based on the same criteria it uses in approving contractors for its own purposes.

2.7 BellSouth shall provide basic telephone service at the tariffed rate for basic service with a connection jack as requested by MCI from BellSouth for the collocated space. Upon MCI's request, this service shall be available at the MCI collocated space on the day that the space is turned over to MCI by BellSouth.

2.8 BellSouth shall provide adequate lighting, ventilation, power, heat, air conditioning, and other environmental conditions for MCI's space and equipment. These environmental conditions shall adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063.

2.9 BellSouth shall provide access to eyewash stations, shower stations, bathrooms, and drinking water, where available, within the collocated facility on a twenty-four (24) hours per day, seven (7) days per week basis for MCI personnel and its designated agents.

2.10 MCI may request dual fiber entrance to the BellSouth Central Office. Where dual entrance is available, BellSouth shall provide all ingress and egress of MCI fiber cabling to MCI collocated spaces. The specific request for diversity for each site will be provided by MCI in the collocation application request.

2.11 BellSouth shall ensure protection of MCI's proprietary subscriber information. Any collocation arrangement shall include provisions for BellSouth protecting MCI's proprietary information.

2.12 BellSouth shall participate in and adhere to negotiated service guarantees, and Performance Standards.

2.13 BellSouth shall provide MCI with written notice five (5) business days prior to those instances where BellSouth or its subcontractors may be performing work in the general area of the collocated space occupied by MCI, or in the general area of the AC and DC power plants which support MCI equipment that may directly impact MCI's equipment arrangement, facilities, or power supply. BellSouth will inform MCI by telephone of such emergency related activity that BellSouth or its subcontractors may be performing in the general area of the collocated space occupied by MCI, or in the general area of the AC and DC power plants which support MCI equipment that may directly impact MCI's equipment arrangement, facilities or power supply. Notification of any

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emergency related activity shall be made immediately prior to the start of the activity so that MCI can take any action required to monitor or protect its service.

2.14 BellSouth shall construct the collocated space in compliance with MCI's collocation request. Any deviation to MCI's request will be jointly negotiated between the parties.

2.15 MCI and BellSouth will complete an acceptance walk through of collocated space requested from BellSouth. BellSouth will correct any deviations to MCI's original or jointly amended request within 5 business days after the walk through or a negotiated time frame, depending on the magnitude of the deviation, at BellSouth's expense. Any other additions or changes to the original or jointly amended request will be at MCI's expense.

2.16 BellSouth shall provide Telephone Equipment drawings depicting the exact location for BellSouth Point of Termination Bay(s) to MCI at the first joint planning meeting.

2.17 A joint planning meeting between BellSouth and MCI will commence within a maximum of seven (7) business days, unless the parties jointly agree upon a later date, from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. The following information will be exchanged or determined at the meeting.

2.17.1 Telephone equipment drawings depicting the exact path with dimensions for MCI Outside Plant Fiber ingress and egress into collocated space.

2.17.2 BellSouth shall provide power cabling connectivity information including the sizes and number of power feeders and power feeder fuse slot assignment on the BellSouth BDFB.

2.17.3 Work restriction guidelines.

2.17.4 BellSouth contacts and escalation process (names and telephone numbers and escalation order) for the following areas:

- Engineering
- Provisioning
- Billing
- Operations
- Physical & Logical Security
- Site and Building Managers
- Environmental and Safety

2.17.5 The target date for the release of BellSouth engineering documents which shall include, but not be limited to, connector type, number and type of pairs, and naming convention.

2.17.6 Target commencement date, which shall be the date MCIm's equipment is turned up and operational on the BellSouth network.

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2.20 MCIm shall be compensated by BellSouth for any delays in the negotiated completion and turnover dates which create expenditures for MCIm. MCIm will be reimbursed in the amount equal to the MCIm expenditures incurred as a direct result of delays created by BellSouth. Such expenditures may include items such as lease extension penalties incurred when MCIm could not vacate a leased property on or by the central office space availability date originally committed by BellSouth, as a result of delays on BellSouth's part.

2.21 MCIm agrees to place operational telecommunications equipment in the BellSouth premises and connect with BellSouth's network within one hundred eighty (180) days of the space turnover date, unless the parties mutually agree to extend such timeframe. MCIm forfeits its rights to use the space on the thirtieth day after BellSouth provides MCIm written notice of such failure if MCIm does not place operational telecommunications equipment in the premises and connect with BellSouth's network by such thirtieth day. In any such event, MCIm shall be liable in an amount equal to the unpaid balance of the preparation charges due pursuant to Section 2.17 of this Attachment.

2.22 Power as referenced in this document refers to any electrical power source supplied by BellSouth for MCIm equipment. It includes all superstructure, infrastructure, and overhead facilities, including, but not limited to, cable, cable racks and bus bars. BellSouth will supply power to support MCIm equipment at equipment specific DC and AC voltages. BellSouth shall supply power to MCIm at parity with that provided by BellSouth to itself or to any third party. If BellSouth performance, availability, or restoration falls below industry standards, BellSouth shall bring itself into compliance with such industry standards as soon as technologically feasible.

2.22.1 Central office power supplied by BellSouth into the MCIm equipment area, shall be supplied in the form of power feeders

(cables) on cable racking into the designated MCI equipment area. MCI's certified vendor shall be responsible for the installation of power cabling from BellSouth's power distribution frame associated with the collocation space to the designated MCI equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of MCI equipment. The termination location shall be as requested by MCI. Any deviations will be jointly negotiated by BellSouth and MCI.

2.22.2 BellSouth shall provide power as requested by MCI to meet MCI's need for placement of equipment, interconnection, or provision of service.

2.22.3 BellSouth power equipment supporting MCI's equipment shall:

2.22.3.1 Comply with applicable industry standards (e.g., Bellcore and NEBS) or manufacturer's equipment power requirement specifications for equipment installation and physical equipment layout;

2.22.3.2 Have redundant power feeds with physical diversity and battery back-up at parity with that provided for similar BellSouth equipment;

2.22.3.3 Provide, upon MCI's request via the BFR process, the capability for real time access to performance monitoring and alarm data that impacts (or potentially may impact) MCI traffic;

2.22.3.4 Provide central office ground, connected to a ground electrode located within the MCI collocated space, at a location which meets BellSouth's Standards and is jointly agreed upon by the parties at the initial planning meeting identified in Section 2.17 preceding of this Attachment V;

2.22.3.5 Provide feeder capacity and quantity to support the ultimate equipment layout for MCI equipment in accordance with MCI's collocation request.

2.22.3.6 BellSouth shall, within ten (10) days of MCI's request:

2.22.3.6.1 Permit MCI to inspect supporting

documents for contracted work done on behalf of MCI (i.e. AIA document G702);

2.22.3.6.2 Provide an installation sequence and access that will allow installation efforts in parallel without jeopardizing personnel safety or existing MCI services;

2.22.3.6.3 Provide power plant alarms that adhere to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063, upon MCI's request via the BFR process;

2.22.3.6.4 Provide cabling that adheres to Bell Communication Research (Bellcore) Network Equipment-Building System (NEBS) standards TR-EOP-000063;

2.22.3.6.5 Provide Lock Out-Tag Out and other electrical safety procedures and devices in conformance with the most stringent of OSHA or industry guidelines.

2.22.4 BellSouth will provide MCI with written notification within ten (10) business days of any scheduled AC or DC power work or related activity in the collocated facility that will or might cause an outage or any type of power disruption to MCI equipment located in BellSouth facility. BellSouth shall provide MCI immediate notification by telephone of any emergency power activity that would impact MCI equipment.

2.23 BellSouth shall provide virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. BellSouth shall take collocator demand into account when renovating existing facilities and constructing or leasing new facilities.

2.24 Unless abatement of an Environmental Hazard or Hazardous Materials is required, Intervals for physical collocation shall be a maximum of ninety (90) days from the date BellSouth receives MCI's firm order request. Requirements, terms and conditions for virtual collocation will be pursuant to section 20 of BellSouth's FCC #1 tariff.

2.25 Insurance requirements for collocation are subject to the provisions of section 11.7 of Part A of this Agreement.

Section 3. License - Left blank intentionally

Section 4. Technical References

BellSouth agrees to comply with all Bellcore and ANSI standards that are directly applicable to construct, supply and maintain collocation facilities. Such standards may include, without limitation:

- National Electrical Code (NEC)
- NEBS Generic Engineering Requirements for System Assembly and Cable Distribution (Bellcore)
- Generic Requirements for -24, -48, -130, and -140 volt central office power plant rectifiers (Bellcore)

ATTACHMENT VI

Rights of Way (ROW), Conduits, and Pole Attachments

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Attachment VI

Rights of Way (ROW), Conduits, and Pole Attachments

1. RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS

This Attachment sets forth the terms and conditions under which BellSouth shall afford to MCIm access to BellSouth's poles, ducts, conduits and rights-of-way, pursuant to the Act.

1.1 DEFINITIONS

1.1.1 Definitions in General. Except as the context otherwise requires, the terms defined in this Attachment shall, as used in this Attachment, have the meanings set forth in 1.1.2 through 1.1.30.

1.1.2 Anchor. The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.

1.1.3 Anchor/guy strand. The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

1.1.4 Communications Act of 1934. The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in this Section 1.1.

1.1.5 Assigned. The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers

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to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority or is assigned pursuant to Section 1.5.5 herein. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".

1.1.6 Available. The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.

1.1.7 Conduit occupancy. The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.

1.1.8 Conduit system. The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Attachment, the term refers to conduit systems owned or controlled by BellSouth.

1.1.9 Cost. The term "cost" as used herein refers to charges made by BellSouth to MCIm for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in Attachment I of this Agreement shall apply for such work.

1.1.10 Duct. The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Attachment, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.

1.1.11 Facilities. The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.

1.1.12 The acronym "FCC" refers to the Federal Communications Commission.

1.1.13 Inner-Duct. The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.

1.1.14 Joint User. The term "joint user" refers to a utility

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which has entered into an agreement with SBT providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.

1.1.15 Licensee. The term "licensee" refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.

1.1.16 Lashing. The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.

1.1.17 License. The term "license" refers to any license issued pursuant to this Agreement and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Agreement.

1.1.18 Make-Ready work. The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of MCIm's facilities. "Make--Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate MCIm's facilities and not to meet BellSouth's business needs or convenience. "Make--Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of MCIm's facilities.

1.1.19 Manhole/Handhole. The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit. The term "handhole" refers to a similar enclosure which is too small for personnel to enter.

1.1.20 Occupancy. The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a right-of-way.

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1.1.21 Person acting on MCIm's behalf. The terms "person acting on MCIm's behalf," "personnel performing work on MCIm's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on MCIm's behalf," "personnel performing work on MCIm's behalf," and similar terms specifically include, but are not limited to, MCIm, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by MCIm and their respective officers, directors, employees, agents, and representatives.

1.1.22 Person acting on BellSouth's behalf. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.

1.1.23 Pole. The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.

1.1.24 Pole Attachment Act. The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. ' 224.

1.1.25 Prelicense survey. The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate MCIm's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate MCIm's facilities.

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1.1.26 Right of Way (ROW). The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.

1.1.27 Sheath. The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.

1.1.28 Spare Capacity. The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, MCIIm, or a third party for maintenance, repair, or emergency restoration.

1.1.29 State. When capitalized, the term "State" (as used in terms such as "this State") refers to the State of South Carolina.

1.1.30 Third Party. The terms "third party" and "third parties" refer to persons and entities other than MCIIm and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Agreement or has any contractual rights hereunder.

1.2 SCOPE OF ATTACHMENT

1.2.1 Scope of Attachment. BellSouth shall provide MCIIm with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to MCIIm because of the potential or forecasted needs of itself or other parties.

1.2.2 Attachments and Occupancies Authorized by this Attachment. BellSouth shall issue one or more licenses to MCIIm authorizing MCIIm to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or

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controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Attachment and the Telecommunications Act of 1996.

1.2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Attachment and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Attachment.

1.2.2.2 MCIm agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.

1.2.3 Licenses. Subject to the terms and conditions set forth in this Attachment, BellSouth shall issue to MCIm one or more licenses authorizing MCIm to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way owned or controlled by BellSouth located within this State on a first come, first served basis. If BellSouth determines that the pole, conduit or duct space specifically requested by MCIm is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee, or is otherwise unavailable based on engineering concerns, BellSouth shall have the right to designate the particular duct(s) to be occupied, the location and manner in which MCIm's facilities will enter and exit BellSouth's conduit system and the specific location and manner of installation for any associated equipment which is permitted by BellSouth to occupy the conduit system, provided that BellSouth shall provide written notice to MCIm within a reasonable time specifying in detail the reasons for denying MCIm's request. If MCIm disagrees with BellSouth's determination, the matter may be submitted to the Alternative Dispute Resolution Process described in Part A of this Agreement.

1.2.4 Access and Use of Rights-of-Way. BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford MCIm access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or

controlled conduit systems are located and any other owned or controlled ROW.

1.2.4.1 BellSouth shall provide MCIm with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any agreement with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.

1.2.4.2 Where BellSouth notifies MCIm that a BellSouth agreement with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon MCIm's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for MCIm. MCIm agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for MCIm.

1.2.4.3 In cases where a third party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated in 1.2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for MCIm in accordance with 1.2.4.2, or, in the case where MCIm elects not to invoke its rights under 1.2.4.1 or 1.2.4.2, MCIm shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with MCIm in obtaining such permission and shall not prevent or delay any third party assignment of ROWs to MCIm.

1.2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to MCIm through a license or other agreement:

1.2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install MCIm equipment and facilities; and

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1.2.4.4.2 Ingress and egress to such space.

1.2.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Attachment nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Attachment or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.

1.2.6 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Attachment or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which MCIm has attached or placed facilities pursuant to licenses issued under this Section; provided, however, that BellSouth shall give MCIm reasonable advance written notice of such intent to convey.

1.2.7 No Effect on BellSouth's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

1.2.7.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

1.2.7.2 To enter into new agreements or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not substantially interfere with MCIm's pole attachment, conduit occupancy or

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ROW use, rights provided by licenses Issued pursuant to this Attachment .

1.2.8 No Effect on MCI's Rights to Manage its Own Facilities. This Attachment shall not be construed as limiting or interfering with MCI's rights set forth below, except to the extent expressly provided by the provisions of this Attachment or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

1.2.8.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which MCI deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or

1.2.8.2 To enter into new agreements or arrangements with other persons or entities permitting MCI to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new agreements or arrangements shall not conflict with MCI's obligations under licenses issued pursuant to this Attachment .

1.2.9 No Right to Interfere with Facilities of Others. The provisions of this Attachment or any license issued hereunder shall not be construed as authorizing either party to this Attachment to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

1.2.9.1 MCI acknowledges that the facilities of persons or entities other than BellSouth and MCI may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.

1.2.9.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing MCI

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facilities without MCIm's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to MCIm facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.

1.2.9.3 With respect to facilities occupied by MCIm or the subject of an application for attachment by MCIm, BellSouth will give to MCIm 60 days' written notice for conduit extensions or reinforcements, 60 days' written notice for pole line extensions, 60 days' written notice for pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to MCIm a right to maintain and use such facility. If an emergency or provision or an applicable joint use agreement requires BellSouth to construct, reconstruct, expand or replace poles, conduits or ducts occupied by MCIm or the subject of an application for attachment by MCIm, BellSouth will notify MCIm as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable MCIm, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of MCIm.

1.2.9.4 At MCIm's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.

1.2.9.5 BellSouth shall allow MCIm for itself, or in conjunction with other telecommunications carriers, to reserve spares and space for maintenance and emergency purposes in the same manner and for the same period as it reserves such spares and space for itself. Where a separate duct is not feasible for space or other reasons, BellSouth shall make the existing one available on a basis that does not discriminate between itself and MCIm.

1.2.10 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROWs will be granted by BellSouth on an equal basis to BellSouth, MCIm and other

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telecommunication service providers.

1.3 REQUIREMENTS AND SPECIFICATIONS

1.3.1 Published Standards Incorporated in this Attachment by Reference. MCIm agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Attachment :

1.3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

1.3.1.2 The National Electrical Code (NEC); and

1.3.1.3 The National Electrical Safety Code (NESC).

1.3.2 Changes in Published Standards. MCIm agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Section 1.3 of this Attachment if required by law to do so or upon the mutual agreement of the parties.

1.3.3 Additional Electrical Design Specifications. MCIm agrees that, in addition to specifications and requirements referred to in Articles 1.3.1-1.3.2 above, MCIm's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:

1.3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.

1.3.3.2 MCIm's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of MCIm's circuits.

1.3.3.3 MCIm's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.

1.3.3.4 No coaxial cable of MCIm shall occupy a conduit system containing BellSouth's cable unless such cable of MCIm meets the voltage limitations of Article 820 of the National Electrical Code.

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1.3.3.5 MCIm's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.

1.3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.

1.3.4 Additional Physical Design Specifications. MCIm's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:

1.3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.

1.3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when MCIm's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.

1.3.4.3 New construction splices in MCIm's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.

1.3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of MCIm's conduit to BellSouth's conduit system:

1.3.5.1 MCIm will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install MCIm facilities will be performed by MCIm or its contractor at

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MCIm's expense. In no event shall MCIm or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.

1.3.5.2 BellSouth may monitor, at MCIm's expense, the entrance and exit of MCIm's facilities into BellSouth's manholes and the placement of MCIm's facilities in BellSouth's manholes.

1.3.5.3 If MCIm constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If MCIm's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.

1.3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant MCIm access to BellSouth's conduit systems may be performed by BellSouth at MCIm's expense at charges which represent BellSouth's actual costs. Alternatively (at MCIm's option) such work may be performed by MCIm or a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with FCC rules. The parties acknowledge that MCIm, its contractors, and other persons acting on MCIm's behalf will perform work for MCIm (e.g., splicing MCIm's facilities) within BellSouth's conduit system. MCIm represents and warrants that neither MCIm nor any person acting on MCIm's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.

1.3.6.1 MCIm's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of a license specified in 1.5.1. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of MCIm's facilities.

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1.3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. MCIm may perform such work itself or may contract with BellSouth for performance of such work or (at MCIm's option) with a contractor provided that the entity performing the work demonstrates compliance with BellSouth certification requirements which certification requirements shall be consistent with FCC rules.

1.3.6.3 Personnel performing work on BellSouth's or MCIm's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.

1.3.6.4 Personnel performing work on BellSouth's or MCIm's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.

1.3.6.5 All of MCIm's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards.

1.3.6.6 MCIm's facilities shall be plainly identified with MCIm's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.

1.3.6.7 Manhole pumping and purging required in order to allow MCIm's work operations to proceed shall be performed by MCIm or its contractor in compliance with BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States

Environmental Protection Agency and by any applicable state or local environmental regulators.

1.3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.

1.3.6.9 Any leak detection liquid or device used by MCIm or personnel performing work on MCIm's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Bellcore.

1.3.6.10 When MCIm or personnel performing work on MCIm's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, MCIm and all personnel performing work on MCIm's behalf shall follow procedures which MCIm deems appropriate for the protection of persons and property. MCIm shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. MCIm will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. MCIm has sole responsibility for the safety of all personnel performing work on MCIm's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend MCIm's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of MCIm or any personnel performing work on MCIm's behalf, which suspension shall cease when the condition has been rectified.

1.3.6.11 Except for protective screens, no temporary cover shall be placed by MCIm or personnel performing work on MCIm's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.

1.3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of

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BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.

1.3.6.13 Artificial lighting, when required, will be provided by MCIm. Only explosion-proof lighting fixtures shall be used.

1.3.6.14 Neither MCIm nor personnel performing work on MCIm's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.

1.3.6.15 MCIm will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

1.3.7 Opening of Manholes. The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on MCIm's behalf is being performed within or in the vicinity of BellSouth's conduit system.

1.3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.

1.3.7.2 MCIm shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.

1.3.7.3 MCIm shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.

1.3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of MCIm's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve MCIm or personnel performing work on MCIm's behalf of their responsibility to

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conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.

1.3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of MCIm's work at the work site, BellSouth's employee or agent shall have the authority to suspend MCIm's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by MCIm or personnel performing work on MCIm's behalf.

1.3.8 OSHA Compliance: Notice to BellSouth of Unsafe Conditions. MCIm agrees that:

1.3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;

1.3.8.2 All persons acting on MCIm's behalf, including but not limited to MCIm's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;

1.3.8.3 MCIm shall establish appropriate procedures and controls to assure compliance with all requirements of this Attachment; and

1.3.8.4 MCIm (and any person acting on MCIm's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.

1.3.9 Compliance with Environmental Laws and Regulations.

MCIm acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which MCIm has applied for or holds a license, BellSouth will promptly notify MCIm of such fact. Notwithstanding any of BellSouth's notification requirements in this Agreement, MCIm acknowledges that some of BellSouth's conduit is fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Unless sampling or manufacturer's

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certification proves otherwise, MCIm will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to MCIm or personnel performing work on MCIm's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. MCIm agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

1.3.9.1 MCIm's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

1.3.9.2 All persons acting on MCIm's behalf, including but not limited to MCIm's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including but not limited to all environmental statutes, ordinances, rules, and regulations.

1.3.9.3 MCIm shall establish appropriate procedures and controls to assure compliance with all requirements of this section.

1.3.9.4 MCIm and all personnel performing work on MCIm's behalf shall comply with such standards and practices as BellSouth and MCIm may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting

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Procedures". Pursuant to this practice, neither MCIm nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from a BellSouth manhole by MCIm or its contractor shall be the responsibility of MCIm. No such waste material shall be deposited on BellSouth premises for storage or disposal.

1.3.10 Compliance with Other Governmental Requirements.

MCIm agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. MCIm shall comply with all applicable statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. MCIm shall establish appropriate procedures and controls to assure such compliance.

1.3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Section 1.3, the most stringent standard or specification shall apply.

1.3.12 MCIm Solely Responsible for the Condition of Its Facilities. MCIm shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified in 1.3.1-1.3.11 above. In this regard, BellSouth shall have no duty to MCIm to inspect or monitor the condition of MCIm's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of MCIm's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed

MCI violation of the requirements of this Agreement; and (2) inspection of MCI facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by MCI. Either party may audit the other party's compliance with the terms of this Section 1.3.12.

1.3.13 Efficient Use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full compliment of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth, pursuant to such engineering principles.

1.4 **ADDITIONAL LEGAL REQUIREMENTS**

1.4.1 Left Blank Intentionally

1.4.1.1 Licenses granted under this Attachment authorize MCI to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

1.4.1.2 MCI agrees that neither MCI nor any persons acting on MCI's behalf, including but not limited to MCI's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove MCI's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work performed on MCI's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

1.4.2 Required Permits, Certificates and Licenses. MCI shall be responsible for obtaining any additional building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.

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1.4.2.1 MCIm shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.

1.4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.

1.4.3 Lawful Purposes. All facilities placed by MCIm in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of MCIm's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, MCIm shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

1.5 FACILITIES AND LICENSES

1.5.1 Licenses Required. Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, MCIm must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license and, in any event, BellSouth shall issue such license within twenty (20) business days from (i) submission of the license application if make-ready work is not required, or (ii) completion of make-ready work, if make-ready work is needed.

1.5.2 Provision of Records and Information to MCIm.

1.5.2.1 In order to obtain information regarding facilities, MCIm shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide MCIm with information regarding the types, quantity and location (which may be provided by provision of route maps and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by MCIm. Provision of information under the terms of this section shall include the right of MCIm employees or agents to inspect

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and copy engineering records or drawings which pertain to those facilities within the geographic area identified in MCIm's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties.

1.5.2.2 Records will be available for inspection at the applicable BellSouth Records Maintenance Center (RMC) responsible for the state where the proposed license is located within (5) business days from the date BellSouth receives the Inquiry Request. BellSouth shall provide MCIm with a complete list of RMC locations within ten (10) days of the Effective Date of this Agreement. As an alternative, MCIm may specify that copies of the records be forwarded directly from the RMC to the MCIm SPOC, or other MCIm designated recipient, within twenty (20) business days from the date BellSouth receives the Inquiry Request. MCIm may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide MCIm at least forty-eight (48) hours notice prior to initiating such field survey. MCIm employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at MCIm's expense.

1.5.3 MAKE-READY WORK

1.5.3.1 If performed by BellSouth, make-ready work to accommodate MCIm's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.

1.5.3.2 If MCIm desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If MCIm accepts BellSouth's offer, MCIm shall pay such additional charges.

1.5.3.3 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any

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such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.

1.5.3.4 In lieu of obtaining performance of make-ready work by BellSouth, MCIm at its option may perform the make-ready work itself or arrange for the performance of such work by a contractor. The party performing the work must be certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor in accordance with FCC rules. Notwithstanding any other provisions of this Attachment, MCIm may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement.

1.5.3.5 BellSouth will issue a license to MCIm at the time all make-ready work necessary to MCIm's attachment or occupancy has been completed.

1.5.4 Application Form and Fees. To apply for a license under this Attachment, MCIm shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. BellSouth will process license applications in the order in which they are received; provided, however, that when MCIm has multiple applications on file with BellSouth, MCIm may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

1.5.4.1 Each application for a license under this Attachment shall specify the proposed route of MCIm's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which MCIm desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which MCIm desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which MCIm desires to attach to each pole.

1.5.4.2 Each application for a license under this Attachment shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 1.8.1 of this Attachment, and an indication of whether MCIm will, at its option, perform its own make-

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ready work.

1.5.4.3 The parties agree to the establishment of a joint task force, consisting of representatives of MCIm and BellSouth, which will develop all procedures necessary to effectuate the provisions of this Section 1.5. Matters to be addressed by the joint task force include, without limitation, the development of time frames for BellSouth's provision of record information and availability determinations and for the processing of license applications; the establishment of guidelines to address the number of MCIm applications which may be processed simultaneously by BellSouth; and any other matters necessary to effectuate the provisions of this Attachment. The parties agree to negotiate in good faith to achieve agreement on all matters presented to the joint task force and to reduce said agreement to writing within sixty (60) calendar days from the Effective Date of this Agreement.

1.5.5 Assignment of Conduit, Duct and Pole Space. Within twenty (20) business days of receipt of MCIm's application. BellSouth shall approve the assignment of space for pole attachment and conduit occupancy. If no make ready work is required, such assignment shall include a granting of the license. If make ready is to be performed by BellSouth, such assignment shall remain in effect until make ready costs are presented to MCIm and approval by MCIm pursuant to the timeframes herein stated. If MCIm approves BellSouth's make ready costs, MCIm shall have twelve (12) months from the date of assignment or sixty (60) days after completion of make ready by BellSouth, whichever time is later, to install its facilities. If MCIm rejects BellSouth's costs for make ready, but then elects to perform the make ready itself or through a contractor or if MCIm elects from the time of application to perform the make ready itself or through a contractor, MCIm shall install its facilities within twelve (12) months from the date of assignment. In the event MCIm does not install its facilities within the time frames set out in this paragraph, the assignment shall be void and such space shall become available.

1.5.6 Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities. MCIm may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by MCIm in the same cable sheath. MCIm's lashing additional cable to existing facilities of MCIm and placing additional cables in conduits or ducts already occupied by MCIm's facilities

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shall be permitted, and no additional fees will be applied; provided, however, that if MCIm desires to lash additional cable to existing facilities or place additional cables in conduits or ducts which are already occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, MCIm must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth's poles.

1.5.7 Single Point of Contact. Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Attachment, including, but not limited to, processing licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

[Title of Single Point of Contact]
[Address, phone and fax]

1.5.8 Anything to the contrary herein notwithstanding, notification of an emergency condition which poses an immediate threat to life or property or substantially impairs provisioning of BellSouth's service shall be reported to BellSouth by contacting:

[BellSouth name]
[Address, phone and fax]

1.6 PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)

1.6.1 MCIm's Priorities. When MCIm has multiple applications on file with BellSouth, MCIm shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

1.6.2 Prelicense Survey. After MCIm has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can

accommodate MCIm's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If MCIm gives its prior written consent in writing, the determination of duct availability may include the "rodding" of ducts at MCIm's expense.

1.6.2.1 The purpose of the prelicense survey is to determine whether space is available for MCIm's proposed attachments or whether MCIm's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to MCIm for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.

1.6.2.2 Based on information provided by BellSouth, MCIm shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet MCIm's needs.

1.6.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that MCIm's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. MCIm shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. MCIm acknowledges that BellSouth is not explicitly or implicitly warranting to MCIm that MCIm's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.

1.6.3 Environmental, health and safety inspections. Within a reasonable time period after MCIm has submitted its written application for a license, BellSouth shall provide MCIm with such information about environmental, health and safety inspections that is equal to the information that (i) BellSouth retains and provides for the use of its employees who access rights of way, conduits and

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pole attachments, or (ii) BellSouth is required to retain, pursuant to applicable laws and regulations. Nothing in this Section 1.6.3 is intended to create any additional liabilities that might otherwise exist with respect to environmental, health and safety inspections and to notices thereof.

1.6.4 Administrative Processing. The administrative processing portion of the prelicense survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at MCIm's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.

1.7 ISSUANCE OF LICENSES

1.7.1 Obligation to Issue Licenses. BellSouth shall issue a license to MCIm pursuant to this section 1.7. BellSouth and MCIm acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this Attachment shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which MCIm may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to MCIm's compliance with the provisions applicable to such license and further subject to MCIm's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

1.7.2 Issuance of Licenses When No Make-Ready Work is Required. If BellSouth determines that no make-ready work is required, BellSouth shall approve applications for pole attachment and conduit occupancy licenses and issue such licenses within twenty (20) business days of receipt of MCIm's application.

1.7.3 Multiple Applications. MCIm acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the

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make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.

1.7.3.1 All applications will be processed on a first-come, first served basis.

1.7.4 Agreement to Pay for All Make-Ready Work Completed. MCIm's submission of written authorization for make-ready work shall also constitute MCIm's agreement to pay additional cost-based charges, if any, for completed make-ready work.

1.7.5 Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities. MCIm shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of MCIm's facilities in or to BellSouth's structures.

1.7.6 Make-Ready Work on an Expedited Basis.

1.7.6.1.1 If MCIm is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If MCIm accepts BellSouth's offer, upon completion of the make-ready work MCIm shall pay such additional charges, if any.

1.7.7 License. When MCIm's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to MCIm, as appropriate, authorizing MCIm to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

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1.7.7.1 Each license issued under this Attachment shall authorize MCIm to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.

1.7.7.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Attachment shall incorporate all terms and conditions of this Attachment whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.

1.8 CONSTRUCTION OF MCIm's FACILITIES

1.8.1 Construction Schedule. MCIm shall submit with MCIm's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting MCIm to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, MCIm shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Attachment shall include, at a minimum, the following information:

1.8.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;

1.8.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;

1.8.1.3 The estimated dates when construction will begin and end; and

1.8.1.4 The approximate dates when MCIm or persons acting on MCIm's behalf will be performing construction work in connection with the placement of MCIm's facilities in BellSouth's conduit or ducts.

1.8.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before MCIm places facilities in BellSouth's conduit system:

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1.8.2.1 MCIm shall give written notice of the type of facilities which are to be placed; and

1.8.2.2 BellSouth shall designate the manner in which MCIm's facilities will enter and exit BellSouth's conduit system, and the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. BellSouth shall provide to MCIm space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

1.8.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any facilities for MCIm or to attach MCIm's facilities to, or place MCIm's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Attachment, any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.

1.8.4 MCIm Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by MCIm and BellSouth, MCIm shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts at MCIm's sole cost and expense. MCIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of MCIm's facilities and for directing the activities of all persons acting on MCIm's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.

1.8.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. MCIm shall construct its facilities in accordance with the provisions of this Attachment and all licenses issued hereunder.

1.8.5.1 MCIm shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in Section 1.3 of this Attachment.

1.8.5.2 MCIm shall satisfy all Legal Requirements set forth above in Section 1.4 of this Attachment .

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1.8.5.3 MCIm shall not permit any person acting on MCIm's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If MCIm or any person working on MCIm's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, MCIm shall notify BellSouth of the condition of the pole or conduit system in question and shall not proceed with construction activities until MCIm is satisfied that the work can be safely performed.

1.8.6 Construction Notices. If requested to do so, MCIm shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.

1.8.7 Manhole and Conduit Break-Outs. MCIm shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by MCIm; provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.

1.9 USE AND ROUTINE MAINTENANCE OF MCIm's FACILITIES

1.9.1 Use of MCIm's Facilities. Each license granted under this Attachment authorizes MCIm to have access to MCIm's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving MCIm's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.

1.9.2 Routine Maintenance of MCIm's Facilities. Each license granted under this Attachment authorizes MCIm to engage in routine maintenance of MCIm's facilities located on or in BellSouth's poles, conduits, ducts and ROW pursuant to such license. MCIm shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. MCIm shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.

1.9.3 MCIm Responsible for Maintenance of MCIm's Facilities. MCIm shall maintain its facilities in accordance with the

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provisions of this Attachment (including but not limited to all Requirements set forth above in Section 1.3 of this Attachment) and all licenses issued hereunder. MCIIm shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the maintenance of MCIIm's facilities and for directing the activities of all persons acting on MCIIm's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

1.9.4 BellSouth Not Responsible for Maintaining MCIIm's Facilities. BellSouth shall have no obligation to maintain any facilities which MCIIm has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Attachment or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.

1.9.5 Information Concerning the Maintenance of MCIIm's Facilities. Promptly after the issuance of a license permitting MCIIm to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, MCIIm shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of MCIIm's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of MCIIm's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on MCIIm's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of MCIIm's facilities as reasonably necessary to demonstrate that MCIIm and all persons acting on MCIIm's behalf are complying with the requirements of this Attachment and licenses issued hereunder.

1.9.6 Identification of Personnel Authorized to Have Access to MCIIm's Facilities. All personnel authorized to have access to MCIIm's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.

1.10 MODIFICATION AND REPLACEMENT OF MCIIm's FACILITIES

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1.10.1 Notification of Planned Modification or Replacement of Facilities. MCIm shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed addition, relocation, replacement, or modification is permitted under MCIm's present license or requires a new or amended license.

1.10.2 New or Amended License Required. A new or amended license will be required if the proposed addition, relocation, replacement, or modification:

1.10.2.1 Requires that MCIm use additional space on BellSouth's poles or in its conduits or ducts (including but not limited to any additional ducts, inner ducts, or substantial space in any handhole or manhole) on either a temporary or permanent basis; or

1.10.2.2 Results in the size or location of MCIm's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in MCIm's present license (e.g. different duct or size increase causing a need to re-calculate-storm loadings, guying, or pole class).

1.11 REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER

1.11.1 Make-Ready Work at the Request of MCIm. If, prior to the issuance of a license, MCIm determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate MCIm's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate MCIm, MCIm shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of MCIm's facilities.

1.11.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what such make-ready work is necessary or possible. In determining whether make-ready work is necessary BellSouth shall endeavor to minimize its costs. If it is determined that such

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make-ready work is required, within twenty (20) business days of such determination BellSouth shall provide MCIIm with the estimated costs for make-ready work and a Make-Ready Due Date.

1.11.1.2 MCIIm shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as MCIIm, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to MCIIm.

1.11.2 Rearrangement of MCIIm's Facilities at BellSouth's Request. MCIIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. MCIIm agrees that MCIIm will, upon BellSouth's request, and at BellSouth's expense, but at no cost to MCIIm, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. MCIIm acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. MCIIm shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

1.11.2.1 MCIIm shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an MCIIm customer.

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1.11.2.2 If MCIm fails to make the required rearrangements within the time prescribed in 1.11.2.1 preceding or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to MCIm, and MCIm shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of MCIm's facilities; provided, however, that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than MCIm; and provided further, however, that MCIm shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs or the business needs of any other licensee/joint user. .

1.12 EMERGENCY REPAIRS AND POLE REPLACEMENTS

1.12.1 Within sixty (60) days after the Effective Date of this Agreement, BellSouth and MCIm shall mutually agree on a non-discriminatory priority method to access BellSouth poles, conduit and ROW in emergency situations.

1.12.2 MCIm Responsible for Emergency Repairs to its Own Facilities. In general, MCIm shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to MCIm's facilities.

1.13 INSPECTION BY BellSouth OF MCIm's FACILITIES

1.13.1 BellSouth's Right to Make Periodic or Spot Inspections. BellSouth shall have the right to make periodic or spot inspections at any time of any part of MCIm's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether MCIm's facilities are in compliance with the terms of this Attachment and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be

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opened).

1.13.1.1 BellSouth will give MCIm advance written notice of such inspections, and MCIm shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to MCIm.

1.13.1.2 Such inspections shall be conducted at BellSouth's expense, provided, however, that MCIm shall bear the cost of inspections as delineated in Section 1.3.12.

1.13.2 No Duty to MCIm. Neither the act of inspection by BellSouth of MCIm's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve MCIm of any responsibility, obligations or liability under this Attachment or otherwise existing.

1.14 NOTICE OF NONCOMPLIANCE

1.14.1 Notice of Noncompliance. If, at any time, BellSouth determines that MCIm's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, BellSouth may send written notice to MCIm specifying the alleged noncompliance. MCIm agrees to acknowledge receipt of the notice as soon as practicable. If MCIm does not dispute BellSouth's assertion that such facilities are not in compliance, MCIm agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

1.14.2 Disputes over Alleged Noncompliance. If MCIm disputes BellSouth's assertion that MCIm's facilities are not in compliance, MCIm shall notify BellSouth in writing of the basis for MCIm's assertion that its facilities are in compliance.

1.14.3 Failure to Bring Facilities into Compliance. If MCIm has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material

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damage to BellSouth's facilities or those of others users, BellSouth may, at its option and MCIm's expense, take such non-service affecting steps as may be required to bring MCIm's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of Section 1.3 of this Attachment .

1.14.4 Correction of Conditions by BellSouth. If BellSouth elects to bring MCIm's facilities into compliance as provided by Section 1.14.3 of this Attachment, the provisions of this Attachment shall apply.

1.14.4.1 BellSouth will, whenever practicable, notify MCIm in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.

1.14.4.2 If MCIm's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at MCIm's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach MCIm's facilities, BellSouth shall endeavor to arrange with MCIm for the reattachment of any facilities affected.

BellSouth shall, as soon as practicable after performing the work, advise MCIm in writing of the work performed or action taken. Upon receiving such notice, MCIm shall inspect the facilities and take such steps as MCIm may deem necessary to insure that the facilities meet MCIm's performance requirements.

1.14.5 MCIm to Bear Expenses. MCIm shall bear all expenses arising out of or in connection with any work performed to bring MCIm's facilities into compliance with this Attachment; provided, however that nothing contained in this Attachment or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than MCIm.

1.15 UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BellSouth'S FACILITIES

1.15.1 Licensing or Removal of Unauthorized Attachments. If any of MCIm's attachments shall be found attached to pole(s) or

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occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Agreement, including termination of licenses, may impose a charge and require MCIm to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, MCIm may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at the end of such sixty (60) day period, at BellSouth's option remove MCIm's facilities without liability, and the expense of such removal shall be borne by MCIm. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if MCIm provides reasonable documentation of such placement. If MCIm is unable to provide such reasonable documentation the matter may be submitted to the Dispute Resolution Procedures, described in Part A of this Agreement. If BellSouth prevails in such Dispute Resolution, then MCIm will pay two years worth of the applicable charges.

1.15.2 Nothing contained in the Agreement or any license issued hereunder shall be construed as requiring MCIm to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than MCIm.

1.15.3 Prompt Payment of Applicable Fees and Charges. Fees and charges for unauthorized pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not MCIm is permitted to continue the pole attachment or conduit occupancy.

1.15.4 No Implied Waiver or Ratification of Unauthorized Use. No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment or otherwise; provided, however, that MCIm shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

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1.16 REMOVAL OF MCIm's FACILITIES

1.16.1 Pole Attachments. MCIm, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If MCIm fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at MCIm's expense and without any liability on the part of BellSouth for damage or injury to MCIm's attachments unless caused by the negligence or intentional misconduct of BellSouth.

1.16.2 Conduit Occupancy. MCIm, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

1.16.2.1 Termination of the license covering such conduit occupancy; or

1.16.2.2 The date MCIm replaces its existing facilities in one duct with substitute facilities in another duct.

1.16.3 If MCIm fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at MCIm's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

1.16.4 Continuing Responsibility for Fees and Charges. MCIm shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Agreement until all of MCIm's facilities are physically removed from BellSouth's poles or conduit system.

1.17 FEES, CHARGES, AND BILLING

1.17.1 License Charges. License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.

1.17.2 Notice of Rate and Computation of Charges. On or about November 1 of each year, BellSouth will notify MCIm

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by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Agreement. Attachment and occupancy rates shall be applied to the number of pole(s) and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

1.18 ADVANCE PAYMENT AND IMPUTATION

1.18.1 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth in Attachment 1 of this Agreement and shall be payable annually.

1.18.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

1.18.1.2 Charges shall be prorated retroactively in the event of the removal of MCIIm's facilities.

1.18.2 The amount of any advance payment required under this Section 3.20 shall be due within sixty (60) days after receipt of an invoice from BellSouth.

1.18.3 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Attachment for all of the conduits, ducts, and poles it occupies and uses.

1.19 ASSURANCE OF PAYMENT

1.19.1 In the event MCIIm fails to demonstrate credit worthiness, MCIIm may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such

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bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of MCI hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of MCI hereunder.

Section 2. *Unused Transmission Media*

2.1 Definition:

Dark Fiber is unused strands of optical fiber. Dark Fiber also includes strands of optical fiber existing in aerial or underground structure which have lightwave repeater (regenerator or optical amplifier) equipment interspliced to at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

2.2 Requirements

2.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to MCIm pursuant to the prices set forth in Attachment I of this Agreement. BellSouth shall make available Dark Fiber for the same extent and for the same purposes as it makes it available to itself, it's Affiliates, it's subsidiaries, and others.

2.2.1.1 Availability of Unused Transmission Media other than Dark Fiber shall be determined by BellSouth on a case by case basis. BellSouth is not required to build out or deploy coaxial cable or copper where it has not been installed, although its availability will be affected as a result of future building out or deployment of such other unused transmission media.

2.2.2 BellSouth shall provide a single Point of Contact (SPOC) for negotiating all Dark Fiber arrangements.

2.2.3 MCIm may test the quality of the Dark Fiber to confirm its usability and performance specifications.

2.2.4 BellSouth shall use its best efforts to provide to MCIm information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from MCIm ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 90 days after Confirmation, BellSouth shall hold such request Dark Fiber for MCIm's use and may not allow any other party to use such media, including BellSouth.

2.2.5 BellSouth shall use its best efforts to make Dark Fiber available to MCIm within thirty (30) business days after it receives written confirmation from MCIm that the Dark Fiber previously deemed available by BellSouth is wanted for use by MCIm. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable MCIm to connect or splice MCIm provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

2.3 Additional Requirements for Dark Fiber

2.3.1 Dark Fiber shall meet the following requirements: single mode, with maximum loss of 0.40 dB/km at 1310 nm and 0.25 dB/km at 1550 nm. MCIm may splice and test Dark Fiber obtained from BellSouth using MCIm or MCIm designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

Exhibit I

ADMINISTRATIVE FORMS AND NOTICES

This Exhibit II lists the types of administrative forms to be utilized in connection with this Attachment .

LIST OF ADMINISTRATIVE FORMS

Authorization for Make-Ready Work
Application and Conduit Occupancy License
Conduit System Diagram
Cable to Occupy Conduit
Equipment Housings to be Placed in manholes
Notification of Surrender or Modification of Conduit
Occupancy License by Licenses
Notifications of Unauthorized Attachments by Applicant
Application and Pole Attachment License
Pole, Anchor and Guy Strand Details
Application and Unused Transmission Media License
Application Survey Data
Notification of Surrender or Modification of Pole
Attachment License by Licenses

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ATTACHMENT VII

NUMBER PORTABILITY

Section 1. BellSouth Provision of Number Portability

BellSouth and MCIIm shall provide number portability in accordance with the requirements of the Act and applicable FCC rules and Regulations in effect. Interim Number Portability (INP) will be provided by BellSouth to MCIIm, and MCIIm to BellSouth, immediately upon the Effective Date of this Agreement. INP will be provided with minimum impairment of functionality, quality, reliability and convenience to subscribers of both companies' services. The parties will provide Permanent Number Portability (PNP) as soon as it is technically feasible, in conformance with FCC Orders, Rules and Regulations in effect and the Act.

Section 2. Interim Number Portability (INP)

INP shall be provided by Remote Call Forwarding ("RCF"), Route Indexing, Route Indexing - Portability Hub, Local Exchange Routing Guide (LERG) reassignment, and FLEX-DID, and MCI shall select which of these methods shall be used for each application. MCIIm shall specify on a per telephone number basis which method of INP is to be employed and BellSouth shall provide such method to the extent Technically Feasible.

2.1 Remote Call Forwarding: Remote Call Forwarding (RCF) is an INP method to provide subscribers with service-provider portability by redirecting calls within the telephone network. When RCF is used to provide interim number portability, calls to the ported number will first route to the BellSouth switch to which the ported number was previously assigned. The BellSouth switch will then forward the call to a number associated with the MCIIm designated switch to which the number is ported. MCIIm may order any additional paths to handle multiple simultaneous calls to the same ported telephone number as specified by MCIIm.

2.2 FLEX-DID is an INP method that makes use of direct inward dialing trunks. Each FLEX-DID trunk group used for INP is dedicated to carrying FLEX-DID INP traffic between the BellSouth end office and the MCIIm switch. Traffic on these trunks cannot overflow to other trunks, so the number of trunks shall be conservatively engineered by BellSouth. BellSouth shall provide FLEX-DID on an individual number basis as specified by MCIIm. Also, inter-switch signaling is usually limited to multi-frequency (MF). This precludes passing CLID to the MCIIm switch. However, BellSouth intends to use SS7.

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2.3 Route Indexing: Route Indexing may take two forms: Route Index-Portability Hub (RI-PH) or Directory Number-Route Index (DN-RI).

2.3.1 Where Technically Feasible, RI-PH will route a dialed call to the BellSouth switch associated with the NXX of the dialed number. The BellSouth switch shall then insert a prefix onto the dialed number which identifies how the call is to be routed to MCIm. The prefixed dialed number is transmitted to the BellSouth tandem switch to which MCIm is connected.

The prefix is removed by the operation of the tandem switch and the dialed number is routed to MCIm's switch so the routing of the call can be completed by MCIm.

2.3.2 DN-RI is a form of RI-PH that requires direct trunking between the BellSouth switch to which the ported number was originally assigned and the MCIm switch to which the number has been ported. The BellSouth switch shall send the originally dialed number to the MCIm switch without a prefix.

2.3.3 BellSouth shall provide RI-PH or DN-RI on an individual telephone number basis, as designated by MCIm. Where Technically Feasible, MCIm may designate both methods so that calls to ported numbers are first directed to the MCIm switch over direct trunks but may overflow to tandem trunks if all trunks in the direct group are occupied.

2.3.4 For both RI-PH and DN-RI the trunks used may, at MCIm's option, and where Technically Feasible, be the same as those used for exchange of other local traffic and toll traffic with BellSouth. At MCIm's option, the trunks shall employ SS7 or in band signaling.

2.4 LERG Reassignment: Portability for an entire NXX shall be provided by utilizing reassignment of the block to MCIm through industry recognized guidelines and the Local Exchange Routing Guide (LERG). Updates to translations in the BellSouth switching office from which the telephone number is ported will be made by the BellSouth prior to the date on which LERG changes become effective, in order to redirect calls to the MCIm switch via route indexing or the INP method specified by MCIm.

2.5 Other Currently Available Number Portability Provisions:

2.5.1 BellSouth shall exchange with MCIm, SS7 TCAP messages as required for the implementation of Custom Local Area Signaling Services (CLASS) or other features available in the BellSouth network.

CLID shall be passed by BellSouth to MCIm.

2.5.2 Upon notification from MCIm that it will be initiating INP, BellSouth shall disclose to MCIm any technical or capacity limitations that would prevent the use of the requested INP method in a particular switching office. BellSouth and MCIm shall cooperate in the process of porting numbers to minimize subscriber out-of-service time, including updating switch translations where necessary within timeframes on parity with establishment of new services for BellSouth's customers, but in any event BellSouth shall use its best efforts not to exceed thirty (30) minutes after notification that physical cut-over has been completed (or initiated), as MCIm may designate.

2.5.3 For INP, MCIm shall have the right to use the existing BellSouth 911 infrastructure for all 911 capabilities. When an INP method is used for MCIm subscribers, both the ported numbers and shadow numbers shall be stored in 911/ALI databases. MCIm shall have the right to verify the accuracy of the information in the PSAP databases.

2.5.4 When any INP method is used to port a subscriber, the donor provider must maintain the Line Information Database (LIDB) record for that number to reflect appropriate conditions as reported to it by the porting service provider. The donor must outclear call records to MCIm for billing and collection from the subscriber. MCIm shall receive revenue for LIDB look-ups.

2.5.5 BellSouth should send a CARE transaction 2231 to notify IXC that access is now provided by a new CLEC for that number.

Section 3. Number Portability (NP)

BellSouth and MCIm agree to implement NP as follows, to the extent the parties mutually agree the following is consistent with FCC orders in effect in FCC Docket 95-116 and the directions from the appropriate industry forum:

3.1.1 The requirements for NP shall include the following:

3.1.2 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.

3.1.3 The NP network architecture shall not subject alternate local exchange carriers to any degradation of service compared to BellSouth in any relevant measure, including transmission quality, switching and transport costs, increased call set-up time and post-dial delay, and MCIm shall not be required to rely on the BellSouth network for calls completing to its ported subscribers.

3.1.4 When an office is equipped with NP, all NXXs in the office shall be defined as portable and translations will be changed in all service provider switches to open those NXXs for database queries. If a switch serves multiple rate centers, then at a minimum, all of the NXXs for a rate center in that switch shall be made portable when any one of them is turned up.

3.1.5 When an NXX is defined as portable, it shall also be defined as portable in all LRN-capable offices which have direct trunks to the given switch.

3.1.6 Upon introduction of LRN in a market area, the tandems (local and access) shall be among the first converted, with no unreasonable delay. All portable NXXs shall be recognized in these tandems as portable, with queries launched from these switches.

3.1.7 Left blank intentionally

3.1.8 When a subscriber ports to another service provider and has previously secured a reservation of line numbers from the donor provider for possible activation at "some future point, these reserved but inactive numbers shall "port" along with the active numbers being ported by the subscriber in order to ensure that the end user subscriber will be permitted to expand its service using the same number range it could use if it remained with the donor provider.

3.1.9 During the process of porting a subscriber, the donor service

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provider shall implement the 10-Digit trigger feature. When the donor provider receives the porting request, the 10-Digit trigger shall be applied to the Subscriber's line at least 24 hours prior to the order due date in order to overcome donor network time delays in the disconnection of the subscriber. Alternatively, when an activation notice is sent to an NPAC to trigger a broadcast to service provider databases, the donor switch shall have its translations changed to disconnect the subscriber's line within fifteen (15) minutes of the donor network Local SMS's having received the broadcast.

3.2 Joint Cooperation

Both MCIm and BellSouth shall:

Support all emergency and operator services.

Use scarce numbering resources efficiently and administer such resources in a competitively neutral manner.

Jointly cooperate with each other to ensure that both carriers shall be able to rate and bill all types of calls.

Jointly cooperate with each other to apply NP consistently on a nationwide basis, and in accordance with all Federal Communication Commission directives.

3.3 Location Routing Number (LRN)

BellSouth and MCIm shall work to implement the LRN-NP solution.

3.3.1 A ten-digit code, consistent with the North American Numbering Plan, called the location routing number (LRN) shall be used as a network address for each switch that terminates subscriber lines, i.e. an end office. LRN shall support existing six-digit routing and may be implemented without changes to existing switch routing algorithms. In existing end offices, the LRN shall be selected from one of its existing NPA-NXXs. New end offices shall be assigned LRNs through normal administrative processes.

3.3.2 LRN employs an "N-1" Query Strategy for interLATA or intraLATA toll calls, by which the originating carrier will pass the call to the appropriate toll carrier who will perform a query to an external routing database and route the call to the appropriate terminating local carrier either directly or through an access tandem office. For a local call to a ported number, the originating carrier is the "N-1" carrier. It will perform an external database query and pass the call to the

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appropriate terminating carrier. The "N-1" methodology will be used to extend portability on a phased, region-by-region basis and it does not place BellSouth or other carriers needlessly in the call path.

3.3.3 BellSouth shall furnish MCIm with the first six digits of the originating LRN when it supplies MCIm with the Jurisdiction Information Parameter for the Initial Address Message.

3.3.4 BellSouth agrees to begin the introduction of LRN to end user subscribers who may begin changing local service providers and retaining their existing telephone number based on the time line set out by the FCC in its Telephone Number Portability Order (CC Docket No. 95-116), or as per a State order if such time for introduction of LRN set by the State is earlier than would result under the FCC Order.

3.3.5 The generic requirements for LRN are specified in the following publications: Generic Switching and Signaling Requirements for Number Portability, Issue 1.03, September 4, 1996 [Editor - Lucent Technologies, Inc.]; Generic Requirements for SCP Application and GTT Function for Number Portability, Issue 0.31, Final Draft, March 24, 1996 [Editor - Ameritech Inc.]; and Generic Operator Services Switching Requirements for Number Portability, Issue 1.00, Final Draft, April 12, 1996 [Editor - Nortel].

3.4 Additional NP Requirements

3.4.1 For local calls to a portable NXX native to another end-office', BellSouth shall query an external database as soon as the call reaches the first NP-capable switch in the call path. An LRN-capable originating switch shall query on a local call to a portable NXX as soon as it determines that it (the originating switch) does not serve the dialed number.

3.4.2 BellSouth shall be the default carrier for database queries where a participating carrier is unable to perform its own query due to abnormal conditions.

3.4.3 BellSouth will provide MCIm INP and NP for subscribers moving to a different location, or staying at the same location, within the same rate center area.

3.5 SMS Administration

BellSouth will work cooperatively with other local service providers to establish the NP Service Management System (SMS). The SMS shall be administered by a neutral third party, to provide for the efficient porting of

numbers between carriers. There must be one exclusive NPAC per portability State or region, and BellSouth shall provide all information uploads and downloads regarding ported numbers to/from, respectively, the exclusive NPAC. BellSouth and MCIm shall cooperate to facilitate the expeditious deployment of LRN-based NP through the process prescribed by the FCC, including, but not limited to, participation in the selection of a neutral third party and development of SMS, as well as SMS testing for effective procedures, electronic system interfaces, and overall readiness for use consistent with that specified for Provisioning in this Agreement.

3.6 Cut-Over Process

BellSouth shall cooperate in the process of porting numbers from one carrier to another so as to limit service outage for the ported subscriber. This shall include, but not be limited to, updating its network element translations within five (5) minutes following notification by the industry SMS, or ported-to local service provider, and deploying such temporary translations as may be required to minimize service outage, e.g., unconditional triggers. Also, MCIm shall have the right to determine who initiates the order for INP in specific cut-over situations.

For a Coordinated Cutover Environment, BellSouth shall verbally coordinate with MCIm the disconnect and switch translation as close to the requested time as possible. The coordination shall be pre-specified by MCIm and agreed to by both parties and in no case shall begin more than 20 minutes after the agreed upon time.

For a Non-Coordinated Cutover Environment, BellSouth shall schedule a mechanized update of disconnect and switch translations at the MCIm requested cutover time (frame due time). Such updates will be available seven (7) days a week, twenty-four (24) hours a day. BellSouth shall provide an Operation contact whom MCIm can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, BellSouth shall notify MCIm immediately of the need for manual intervention and shall provide MCIm with a completion schedule and project plan for resolving the issue requiring intervention within thirty (30) minutes from the time the need for manual intervention was identified, and shall resolve such issue as soon as possible.

3.7 With respect to operator services and directory listings associated with NP for MCIm subscribers, BellSouth shall provide the following when NP is in place:

3.7.1 The Provisions in 4.6.1.1~4.6.1.5 below, shall apply when NP is in place.

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3.7.2 If Integrated Services Digital Network User Part (ISUP) signaling is used BellSouth shall provide the Jurisdiction Information Parameter in the SS7 Initial Address Message. (See Generic Switching and Signaling Requirements for Number Portability, Issue 1.03, September 4, 1996 (Editor - Lucent Technologies, Inc.))

3.7.3 BellSouth shall provide a 10-Digit Global Title Translation (GTT) Node for routing queries for TCAP-based operator services (e.g., LIDB).

3.8 BellSouth OSS shall meet all requirements specified in "Generic Operator Services Switching Requirements for Number Portability," Issue 1.00, Final Draft, April 12, 1996.

Section 4. Requirements for INP and NP

4.1 White and Yellow Page Listings

LEC shall provide and maintain for MCIm one (1) white page and one (1) yellow page (if applicable) listing for each MCIm subscriber that has ported its number from BellSouth, consistent with that specified for Provisioning in this Agreement. The listing and handling of listed and nonlisted telephone numbers will be at least at parity with that provided by BellSouth to its own subscribers.

4.2 Call Referral Announcements

BellSouth shall allow MCIm to order call referral announcements, and specify the particular announcement from BellSouth's standard set of call referral announcement options, on a per telephone number basis, for telephone numbers which MCIm has ported from BellSouth to MCIm and for which such ILNP measures have, at MCIm's direction, been terminated.

4.3 Testing

BellSouth and MCIm shall cooperate in conducting MCIm's testing to ensure interconnectivity between systems. BellSouth shall inform MCIm of any system updates that may affect the MCIm network and BellSouth shall, at MCIm's request, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

4.4 Engineering and Maintenance

BellSouth and MCIm will cooperate to ensure that performance of trunking and signaling capacity is engineered and managed at levels which are at least at parity with that provided by BellSouth to its subscribers and to ensure

effective maintenance testing through activities such as routine testing practices, network trouble isolation processes and review of operational elements for translations, routing and network fault isolation.

Additional specific engineering and maintenance requirements shall apply as specified in this Agreement.

4.5 Recording and Billing

BellSouth shall provide MCIm with accurate billing and Subscriber Account Record Exchange data for MCIm subscribers whose numbers have been ported.

4.5.1 Calls originated from RCF ported numbers in BellSouth end offices and sent to the MCIm network must signal the shadow number in the Calling Party Number (CgPN) parameter and ported number in the Charge Number (CN) parameter in the SS7 Initial Address Message.

4.6 Operator Services and Directory Listings.

With respect to operator services and directory listings associated with NP for MCIm subscribers, BellSouth shall provide the following:

4.6.1 While INP is deployed and prior to conversion to NP:

4.6.1.1 BellSouth shall allow MCIm to order provisioning of Telephone Line Number (TLN) calling cards and Billed Number Screening (BNS), in its LIDB, for numbers ported to MCIm, as specified by MCIm. BellSouth shall continue to allow MCIm access to its LIDB. Other LIDB provisions are specified in this Agreement.

4.6.1.2 Where BellSouth has control of directory listings for NXX codes containing ported numbers, BellSouth shall maintain entries for ported numbers as specified by MCIm.

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Section 1. General Business Requirements

1.1 Procedures

The parties will support machine-to-machine interface for maintenance, preordering and provisioning with the introduction of an industry standard that is subsequently approved by both parties. The parties further agree to make every effort to implement EBI within 12 months of the introduction, and joint approval, of such applicable industry standard or the activation of EBI for access ordering, whichever is later. MCI further agrees to accept on an interim basis, until such time as EBI is implemented, the interfaces approved by BellSouth.

1.1.1 BellSouth Contact with Subscribers

1.1.1.1 MCI at all times shall be the primary contact and account control for all interactions with its subscribers, except as specified by MCI. MCI subscribers include active MCI subscribers as well as those for whom service orders are pending.

1.1.1.2 BellSouth shall ensure that any BellSouth personnel who may receive subscriber inquiries, or otherwise have opportunity for subscriber contact: (i) provide appropriate referrals and telephone numbers to subscribers who inquire about MCI services or products; (ii) do not in any way disparage or discriminate against MCI, or its products or services; and (iii) do not provide information about BellSouth products or services during that same inquiry or subscriber contact.

1.1.1.3 BellSouth shall not use MCI's request for subscriber information, order submission, or any other aspect of MCI's processes or services to aid BellSouth's marketing or sales efforts.

1.1.2 Expedite, Escalation, and Disaster Procedures

1.1.2.1 No later than sixty (60) days after the Effective Date of this Agreement, BellSouth and MCI shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the Service Ordering, Provisioning, Maintenance, and Subscriber Usage Data transfer processes to facilitate rapid and timely resolution of

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disputes. Such procedures may include, without limitation, intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within sixty (60) days after the Effective Date of this Agreement.

1.1.2.2 BellSouth and MCIIm agree to jointly develop and implement a detailed service restoration plan and disaster recovery plan to be in effect by year end 1997. A joint task team will commence development within 30 days of execution of this Agreement for implementation throughout 1997, reaching full deployment by year end 1997.

Such plans shall incorporate BellSouth's Emergency Contingency Plans for Residence and Business Repair centers. The Plans shall conform to the FCC Restoration Guidelines, to the NSEP (National Security Emergency Preparedness) procedures and adhere to the guidelines developed by the TSP (Telecommunications Service Priority) System office with the NCS (National Communication System) Agency.

The Plans shall include at a minimum: (i) provision for immediate access by MCIIm via the Electronic Interface to be established pursuant to Section 3, to information indicating the existence, location and source of any emergency network outage affecting MCIIm customers; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) methods and procedures to provide MCIIm with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) an inventory and description of mobile restoration equipment by locations; (v) methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) methods and procedures for re-provisioning all Local Services and Network Elements or Combinations after initial restoration; (vii) equal priority, as between MCIIm subscribers and BellSouth subscribers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, without limitation, deployment of repair personnel and access to spare parts and components; and (viii) a mutually agreeable process for escalation of maintenance problems, including a

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complete up-to-date list of responsible contacts, available twenty-four (24) hours per day, seven (7) days per week.

Said plans shall be modified and updated as necessary. For purposes of this subsection, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period in a single exchange.

1.1.3 Operational and Technological Changes

1.1.3.1 BellSouth shall use its best efforts to notify MCIm of any operational or technological (e.g., central office switch, transmission, systems interfaces) changes six (6) months in advance, or at the time the decision is made, whichever is less. If notice is given to MCIm less than six (6) months in advance, BellSouth will work with MCIm to develop a mutually agreeable implementation plan, if requested by MCIm. MCIm agrees that it shall not submit an unreasonable request.

1.1.4 Subscriber of Record

1.1.4.1 BellSouth shall recognize MCIm as the Subscriber of Record for all Network Elements or services for resale ordered by MCIm and shall send all notices, invoices, and information which pertain to such ordered services directly to MCIm. MCIm will provide BellSouth with addresses to which BellSouth shall send all such notices, invoices, and information.

1.1.5 Work Center Interface Procedures

1.1.5.1 BellSouth and MCIm shall, within 60 days of the Effective Date of this Agreement, develop and implement Work Center (Local Carrier Service Center) Interface Procedures for each function/business process.

1.2 Service Offerings

1.2.1 Changes in Retail Service Offerings

1.2.1.1 BellSouth shall notify MCIm of any proposed changes in the terms and conditions under which BellSouth offers Telecommunications Services to subscribers who are not Telecommunications Service providers or carriers,

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including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in retail rates at least forty-five (45) days prior to the effective date of such change, or concurrent with BellSouth's internal notification process for such change. MCIm recognizes that certain revisions may occur between the time BellSouth notifies MCIm of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify MCIm of such revisions consistent with BellSouth's internal notification process but MCIm accepts the consequences of such mid-stream changes as an uncertainty of doing business and therefore will not hold BellSouth responsible for any resulting inconvenience or cost incurred by MCIm.

1.2.1.2 BellSouth shall notify MCIm of any proposed changes in the terms and conditions under which it offers unbundled Network Elements including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in rates at least forty-five (45) days prior to the effective date of such change, or concurrent with BellSouth's internal notification process for such change. MCIm recognizes that certain revisions may occur between the time BellSouth notifies MCIm of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify MCIm of such revisions consistent with BellSouth's internal notification process but MCIm accepts the consequences of such mid-stream changes as an uncertainty of doing business and therefore will not hold BellSouth responsible for any resulting inconvenience or cost incurred by MCIm.

1.2.2 Telephone Service Priority

1.2.2.1 Upon receipt of a request from MCIm containing the appropriate TSP Authorization Codes assigned by the NSEP-TSP, BellSouth shall identify the account with this code. BellSouth will conform to the framework defined by the NSEP-TSP for restoration on a priority basis of the individual accounts.

1.2.3 Caller ID

1.2.3.1 To the extent BellSouth is authorized to do so, BellSouth shall cooperate with MCIm to provide the

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BellSouth-approved equipment vendor list associated with Caller ID.

1.2.4 TTY/TDD

1.2.4.1 BellSouth shall cooperate with MCI to provide services and equipment necessary to serve TTY/TDD subscribers.

1.2.5 Blocking Services

Upon request from MCI, BellSouth shall provide blocking of 700, 900, and 976 services, or other services of similar type as may now exist or be developed in the future, and shall provide Billed Number Screening (BNS), including required LIDB updates, or equivalent service for blocking completion of bill -to- third party and collect calls, on a line, trunk, or individual service basis.

1.2.6 Training Support

1.2.6.1 BellSouth shall develop and deliver training for all BellSouth employees who may communicate with MCI subscribers. Training will be provided for all ordering, provisioning, maintenance, billing, miscellaneous services, and any other area which is appropriate for the services to be provided by BellSouth pursuant to this Agreement.

1.2.6.2 BellSouth will initially train MCI employees on the utilization of electronic interfaces and operational interface procedures with BellSouth support centers for ordering, maintenance and provisioning. BellSouth will provide the initial training and training due to significant BellSouth system or interface changes to MCI at no charge.

1.2.7 Carrier Identification Codes

BellSouth shall provide to MCI the active Carrier Identification Codes (CIC) for both Dial 1 and 800 services for each of its access tandems on a one time basis in accordance with OBF standards.

Section 2. Ordering and Provisioning

2.1 General Business Requirements

2.1.1 Ordering and Provisioning Parity

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2.1.1.1 For preordering and provisioning, the parties agree to implement the BellSouth approved and implemented EBI standard for Local Service Requests ("LSR") within 12 months of the implementation of the EBI interface for Access Service Request provisioning. MCI further agrees to accept on an interim basis, until such time as EBI is implemented for LSR, the interfaces approved by BellSouth.

2.1.1.2 During the term of this Agreement, BellSouth shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCI to provide at least the same level and quality of service for all resale services, functions, features, capabilities and unbundled Network Elements as BellSouth provides itself, its Affiliates or its own subscribers. BellSouth shall provide MCI with the same level of ordering and provisioning support as BellSouth provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that BellSouth uses and/or which are required by law, regulatory agency, or by BellSouth's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology, equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to MCI under this Agreement.

For resale purposes, BellSouth shall provide real time electronic interfaces ("EI") for transferring and receiving Service Orders and Provisioning data and materials (e.g., access to Street Address Guide ("SAG") and Telephone Number Assignment database). These interfaces shall be administered through a gateway that will serve as a point of contact for the transmission of such data from MCI to BellSouth, and from BellSouth to MCI. The implementation of such data transfer system shall be negotiated in good faith by the parties and be specified in a written agreement between MCI and BellSouth that will be completed expeditiously after the Effective Date of this Agreement. MCI and BellSouth agree to use best efforts to provide the Electronic Communications gateway described above as soon as practicable, but in no event

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later than April 1, 1997. In addition, (i) BellSouth agrees to use its best efforts to carry out its responsibilities under this Section, and (ii) MCIm agrees to use its best efforts to carry out its responsibilities under this Section interfaces.

BellSouth warrants that interim solutions shall provide MCIm Customers with the same level of service available to BellSouth customers.

2.1.2 Local Carrier Service Center (LCSC)/Single Point of Contact (SPOC)

BellSouth shall provide MCIm, twenty-four (24) hours a day, seven (7) days a week, with the capability of ordering via an electronic interface, except for scheduled electronic interface downtime and mutually agreed in advance electronic interface downtime.

Provisioning shall be available during normal business hours.

Downtime shall not be scheduled during normal business hours and shall occur during time where systems experience minimal usage. BellSouth shall provide a Single Point of Contact (SPOC) for all ordering and provisioning contacts and order flow involved in the purchase and provisioning of BellSouth's unbundled Elements, Combinations and Resale. BellSouth's SPOC shall provide to MCIm a toll-free nationwide telephone number (operational from 8:30 a.m. to 5:00 p.m., Monday through Friday, within each respective continental U.S. time zone) which will be answered by capable staff trained to answer questions and resolve problems in connection with the ordering and provisioning of Elements or Combinations and resale services.

2.1.3 Street Address Guide (SAG)

2.1.3.1 Within thirty (30) days after the Effective Date of this Agreement, BellSouth shall provide to MCIm the SAG data, or its equivalent, in electronic form. All changes to the SAG shall be made available to MCIm on the same day as the change to the data is made.

2.1.4 CLASS and Custom Features

2.1.4.1 For purchase of unbundled network elements, MCIm may order the entire set of CLASS and Custom features and functions, or, where Technically Feasible, a subset of any one or any combination of such features. For resale purposes, BellSouth shall provide MCIm with a list of

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features and functions available on an end office by end office basis.

2.1.5 Subscriber Payment History

2.1.5.1 To the extent each party has such information, MCI and BellSouth agree to make available to each other such of the following subscriber information as the subscriber authorizes BellSouth or MCI to release:

2.1.5.1.1 Applicant's name;

2.1.5.1.2 Applicant's address;

2.1.5.1.3 Applicant's previous phone number, if any;

2.1.5.1.4 Amount, if any, of unpaid balance in applicant's name;

2.1.5.1.5 Whether applicant is delinquent on payments;

2.1.5.1.6 Length of service with prior local or intraLATA toll provider;

2.1.5.1.7 Whether applicant had local or intraLATA toll service terminated or suspended within the last six months with an explanation of the reason therefor; and,

2.1.5.1.8 Whether applicant was required by prior local or intraLATA toll provider to pay a deposit or make an advance payment, including the amount of each.

2.1.5.2 BellSouth shall not refuse service to MCI for any potential MCI subscriber on the basis of that subscriber's past payment history with BellSouth. MCI shall establish the credit scoring criteria for applicants for MCI services.

2.1.5.3 Left Blank Intentionally.

2.1.5.4 Left Blank Intentionally.

2.1.6 Carrier Selection

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2.1.6.1 For services for resale or unbundled Network Elements, BellSouth shall provide to MCI, no later than January 1, 1997, the capability to order local service, intraLATA (where available), interLATA, and international toll services by entering the MCI subscriber's choice of carrier on a single order. BellSouth shall provide MCI with the capability to order separate interLATA and intraLATA (where available) carriers on a line or trunk basis.

2.1.6.2 Where intraLATA toll carrier selection is not implemented, BellSouth agrees to provide intraLATA toll services for resale to MCI. In all other cases, BellSouth will route toll calls to the appropriate carrier as designated by MCI.

2.1.7 Notification to Long Distance Carrier

2.1.7.1 BellSouth agrees to notify MCI using OBF-approved CARE transactions, whenever an MCI subscriber who is provided local service through services for resale or unbundled Network Elements changes MCI PIC status.

2.1.7.2 BellSouth shall support and implement new Transaction Code Status Indicators (TCSIs) defined by OBF in support of local resale to enable MCI to provide seamless subscriber service.

2.1.7.2.1 BellSouth shall implement TCSIs used in conjunction with the new Local Service Provider (LSP) Identification Code, where applicable, for handling Account Maintenance, Subscriber Service, and Trouble Administration issues. These TCSIs include 4001/02/05, 4201-4205, 4301, 2033, 2233, 3147, 3148, 3149, and others as OBF may define.

2.1.7.2.2 In addition, BellSouth shall implement TCSIs used in conjunction with the new Ported Telephone Number field to link "shadow" and ported telephone numbers in support of Interim Number Portability. These TCSIs may include 2231, 3150, 3151, and others as OBF may define.

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2.1.7.3 Where available, BellSouth shall provide to MCI the Local Service Provider ID (LSP) on purchased lists of MCI PIC'd and non-PIC'd subscribers.

2.1.7.4 Where available, BellSouth shall provide the Ported Telephone Number (PTN) on purchased CARE lists of MCI PIC'd and non-MCI PIC'd subscribers.

2.1.8 Number Administration/Number Reservations

2.1.8.1. Until Number Administration functions are assumed by a neutral third party in accordance with FCC Rules and Regulations, BellSouth shall assign NXXs to MCI on a non-discriminatory basis in accordance with national guidelines. BellSouth shall provide the same range of number choices allowing the assignment of numbers while the subscriber is on the phone to MCI, including choice of exchange number, as BellSouth provides its own subscribers. Reservation and aging of numbers shall remain BellSouth's responsibility.

2.1.8.2 Where MCI has not obtained its own NXX, BellSouth shall reserve up to 100 telephone numbers, per MCI request, per NPA-NXX (where available), for large business subscribers in the same manner as for BellSouth's own large business subscribers. BellSouth shall provide additional numbers at MCI's request as subscriber demand requires. Telephone numbers reserved in this manner may be released for other than MCI use only in the same manner that BellSouth would release numbers reserved for its own subscribers. .

2.1.8.3 Where MCI has obtained its own NXX, but has purchased BellSouth services for resale or Network Elements, BellSouth agrees to install the MCI NXX in BellSouth's switch according to the local calling area defined by BellSouth and perform appropriate number administration functions. Where MCI provides its own switching and obtains its own NXX code, BellSouth agrees to install the routing in its switches according to the local calling area defined by MCI.

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2.1.8.4 BellSouth shall accept MCI orders with assigned vanity numbers and blocks of numbers assigned for use with complex services including, but not limited to, DID, MULTISERV, and Hunting arrangements. Vanity numbers and numbers for use with complex services, DID and Hunting arrangements will be assigned by the LCSC on a case-by-case basis to meet the needs for specific service order activity.

2.1.8.5 Until the Electronic Interface exists for simple services number reservations, BellSouth shall use its best efforts to provide confirmation of a number reservation within twenty-four (24) hours of receiving a completed MCI's request. For reservations associated with complex services see 2.1.8.4.

2.2 Service Order Process Requirements

2.2.1 OBF Compliance

2.2.1.1 In accordance with OBF standards, BellSouth and MCI shall follow the OBF-developed ordering and provisioning process standards. These processes include pre-order service inquiry, pre-order service inquiry response, firm order, acknowledgment/ rejection, firm order confirmation, delay notification, and completion notification. BellSouth agrees to work cooperatively to implement future OBF-developed processes related to ordering and provisioning.

2.2.2 Service Migrations and New Subscriber Additions

2.2.2.1 For resale services, BellSouth shall not require a disconnect order from a subscriber, another local service provider, or any other entity, to process an MCI order to establish MCI Local Service and/or migrate a subscriber to MCI local service.

2.2.2.2 BellSouth shall not intentionally or unnecessarily disconnect any subscriber service or existing features at any time during the migration of a Resale subscriber to MCI service, unless disconnection is required by an MCI order changing the service type.

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2.2.2.3 For services MCIm will provide through unbundled Network Elements, BellSouth shall, upon receipt of a BellSouth Blanket Agency Agreement Letter for Local Service Provider provided in the Ordering Guidelines, recognize MCIm as an agent for the subscriber in requesting the migration of services provided by another BellSouth or another CLEC. In addition, BellSouth shall not disconnect any BellSouth services provided to the BellSouth subscriber until MCIm notifies BellSouth that MCIm's unbundled elements are installed and operational, except where existing BellSouth facilities are being reused.

2.2.2.4 Unless otherwise directed by MCIm, when MCIm orders resale services or Network Elements, where applicable, all trunk or telephone numbers currently associated with existing services shall be retained without loss of feature capability and without loss of associated ancillary services, except those excluded from resale, partial migration of lines or services affected by the MCIm order which require common blocks of equipment or facilities (e.g. MultiServ, Hunting, DID), and BellSouth Handicap Exemptions shall be retained. BellSouth shall not intentionally or unnecessarily interrupt feature capability including, but not limited to, Directory Assistance and 911/E911 capability.

2.2.2.5 For subscriber conversions requiring coordinated cut-over activities, on a per order basis, BellSouth and MCIm will agree on a scheduled conversion time.

2.2.2.5.1 BellSouth will coordinate activities of all BellSouth work groups involved.

2.2.2.5.2 BellSouth will notify MCIm when conversion is complete.

2.2.2.5.3 BellSouth will use its best efforts to minimize subscriber interruptions during conversions.

2.2.3 Intercept Treatment and Transfer of Service Announcements

2.2.3.1 BellSouth shall provide the same unbranded intercept treatment and transfer of service announcements to MCIm's subscribers. for resale and unbundled switch as BellSouth provides its own end users.

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2.2.4 Desired Due Date (DDD)

2.2.4.1 MCIm shall specify on each order the Desired Due Date (DDD). BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth will provide services on the DDD, or on the earliest available installation date thereafter. BellSouth will notify MCIm if the DDD cannot be met.

2.2.4.2 If the DDD falls after the standard order completion interval provided by BellSouth, then BellSouth, where facilities are available, shall complete the order on the Desired Due Date.

2.2.4.3 BellSouth shall supply MCIm with due date intervals to be used by MCIm personnel to determine service installation dates.

2.2.4.4 Subsequent to an initial order submission, MCIm may require a new/revised due date that is earlier than the original due date requested. BellSouth will make best effort to meet MCIm's requested due date, and applicable expedite charges set forth in Attachment I will apply.

2.2.4.5 Any special or preferred scheduling options available, internally or externally to BellSouth, for ordering and provisioning services shall also be available to MCIm.

2.2.5 Subscriber Premises Inspections and Installations -

2.2.5.1 MCIm shall perform or contract for all needs assessments, including equipment and installation requirements, at the subscriber premises on the subscriber's side of the demarcation point.

2.2.5.2 BellSouth shall provide MCIm with the ability to schedule subscriber premises installations.

2.2.5.3 In accordance with BellSouth's procedures and on parity with provision of such services to BellSouth's customers, BellSouth shall provide extended demarcation beyond the NID, at MCIm's request, using intrabuilding riser and lateral beyond the NID.

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2.2.6 Firm Order Confirmation (FOC)

2.2.6.1 BellSouth shall provide to MCI, via an electronic interface, a Firm Order Confirmation (FOC) for each MCI order provided electronically. The FOC shall contain on a per line and/or trunk basis, where applicable, an enumeration of MCI's ordered unbundled Network Elements (and the specific BellSouth naming convention applied to that element or combination), features, functions, resale services, options, physical interconnection, quantity, and BellSouth Committed Due Date for order completion.

2.2.6.2 For a revised FOC, BellSouth shall provide order detail on a per line or per trunk level as well as the order detail from the prior FOC. BellSouth shall submit, where applicable, to MCI a complete revised list of features, functions and services ordered.

2.2.6.3 BellSouth shall provide to MCI the date that service is initiated.

2.2.7 Order Rejections

2.2.7.1 BellSouth shall review MCI local service requests and notify MCI of all known reasons for which the order was rejected. BellSouth shall not reject any orders due to an unavailable Desired Due Date. In that instance, BellSouth will process the order assigning the best available due date. The assigned due date will be returned to MCI as the FOC.

2.2.7.2 Left blank intentionally

2.2.7.3 Left blank intentionally

2.2.8 Service Order Changes

2.2.8.1 If an installation requires deviation for the Service Order in any manner, or if a MCI customer requests a service change at the time of installation, BellSouth will call MCI in advance of performing the installation for authorization. BellSouth will provide MCI at that time an estimate of additional labor hours and/or materials required for that installation. After installation is completed, BellSouth

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will immediately inform MCI of actual labor hours and materials used.

2.2.8.1.1 If work performed in connection with a service order is partially completed, notification which identifies the work that was done and work remaining to complete will be provided at the same level BellSouth provides to itself.

2.2.8.2 Where BellSouth provides installation and the MCI Customer requests a service change at the time of installation. BellSouth shall immediately notify MCI at the telephone number on the service order of that request. The BellSouth technician should notify MCI in the presence of the MCI Customer so that MCI can negotiate authority to install the requested service directly with that customer and the technician and revise appropriate ordering documents as necessary.

2.2.9 Jeopardy Situations

2.2.9.1 BellSouth shall provide to MCI notification of any jeopardy situations prior to the Committed Due Date, missed appointments and any other delay or problem in completing work specified on MCI's service order as detailed on the FOC.

2.2.10 Cooperative Testing

2.2.10.1 Network Testing

2.2.10.1.1 BellSouth shall perform all pre-service testing prior to the completion of the order, including testing on local service facilities and switch translations, including, but not limited to, verification of features, functions, and services ordered by MCI.

2.2.10.1.2 Within 24-hrs of MCI's request for scheduled cooperative testing, BellSouth shall perform said testing with MCI (including trouble shooting to isolate any problems) to test Network Elements purchased by MCI in order to identify any problems.

2.2.10.2 Systems and Process Testing

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2.2.10.2.1 LEC shall cooperate with MCIm upon request to test all operational interfaces and processes and thereby ensure that they are in place and functioning properly and efficiently.

2.2.11 Service Suspensions/Restorations

2.2.11.1 Upon MCIm's request through a Suspend/Restore Order, BellSouth shall suspend or restore the functionality of any Network Element, feature, function, or resale service. BellSouth shall use its best efforts to provide restoration priority on a per network element or combination basis in a manner that conforms with MCIm requested priorities.

2.2.12 Disconnects

2.2.12.1 BellSouth shall provide to MCIm daily information notifying MCIm of any services disconnected from MCIm, other than disconnections initiated by MCIm, in a mutually agreed upon format.

2.2.13 Order Completion Notification

2.2.13.1 Upon completion of a service orders associated with Local Service Requests (LSRs) in its system(s), BellSouth shall submit to MCIm an order completion notifications. Such notifications shall provide the Purchase Order Numbers provided by MCIm when submitting the requests and the Local Service Request Numbers assigned by BellSouth.

2.2.14 Fulfillment Process

2.2.14.1 MCIm shall conduct all activities associated with the account fulfillment process, for example welcome packages and calling cards, for all MCIm subscribers.

2.2.15 *Specific Unbundling Requirements*

2.2.15.1 MCIm may order and BellSouth shall provision unbundled Network Elements either individually or in any combination on a single order. Network Elements ordered as combined shall be provisioned as combined by BellSouth unless MCIm specifies that the Network Elements ordered in

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combination be provisioned separately. Orders of combined Network Elements shall be subject to provisions of section 2.3 of Attachment III.

2.2.15.2 Prior to providing service in a specific geographic area or when MCIIm requires a change of network configuration, MCIIm may elect to place an order with BellSouth requiring BellSouth to prepare Network Elements and switch translations in advance of orders for additional network elements from MCIIm.

2.2.15.3 When MCIIm orders Network Elements or Combinations that are currently interconnected and functional, Network Elements and Combinations shall remain connected and functional without any disconnection or disruption of functionality. This shall be known as Contiguous Network Interconnection of Network Elements.

2.2.15.4 Order combinations of Contiguous Network Elements shall be available to be ordered (i) on a case-by-case basis for those Network Elements that are subscriber-specific; or (ii) on a common-use basis for those Network Elements that are shared by multiple subscribers.

2.2.15.5 Network Elements shall be identified and ordered by MCIIm so that they can be provisioned together. MCIIm may specify the functionality of a combination without the need to specify the configuration of the individual Network Elements needed to provide that functionality.

2.2.15.6 When ordering a Combination, MCIIm shall have the option of ordering all features, functions and capabilities of each Network Element.

2.2.15.7 When MCIIm orders Network Elements, BellSouth shall provision at parity with services provided to BellSouth subscribers all features, functions, and capabilities of the Network Elements which include, but are not limited to:

2.2.15.7.1 The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's subscribers, such as telephone number, white page listing, and dial tone; and

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2.2.15.7.2 All other features that the switch is equipped to provide, including, but not limited to, custom calling, custom local area signaling service features, and MULTISERV, as well as any Technically Feasible customized routing functions provided by the switch.

2.2.15.8 When MCI orders Network Elements, BellSouth shall provide technical assistance to ensure compatibility between elements.

2.2.15.9 Each order for Network Elements will contain administration, bill, contact, and subscriber information, as defined by the OBF.

2.3 Systems Interfaces and Information Exchanges

2.3.1 General Requirements

2.3.1.1 For pre-ordering and provisioning, the parties agree to implement the BellSouth approved and implemented EBI standard for Local Service Requests (LSR") within twelve (12) months of the implementation of the EBI interface for Access Service Request provisioning. MCI further agrees to accept on an interim basis, until such time as EBI is implemented for LSR, the interfaces approved by BellSouth. These interim solutions described below address the Pre-ordering, Ordering and Provisioning interfaces.

2.3.1.1.1 Until such standards are completed, BellSouth and MCI agree to use an interim order format and interface which will be defined by BellSouth and implementation negotiated between the Parties no later than sixty (60) days after the Effective Date of this Agreement.

2.3.1.2 BellSouth interfaces shall provide MCI with the same process and system capabilities for both Residence and Business ordering and provisioning. MCI shall not be required to develop distinct processes or interfaces by class of service.

2.3.1.3 BellSouth and MCI shall agree on and implement interim solutions for each interface within thirty (30) days

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after the Effective Date of this Agreement, unless otherwise specified in Exhibit A of this Attachment. The interim interface(s) shall, at a minimum, provide MCIIm the same functionality and level of service as is currently provided by the electronic interfaces used by BellSouth for its own systems, users, or subscribers.

2.3.1.4 Interim interfaces or processes may be modified, if so agreed by MCIIm and BellSouth, during the interim period.

2.3.1.5 Until the electronic interface is available, BellSouth agrees that the Local Carrier Service Center (LCSC) or similar function will accept MCIIm orders. Orders will be transmitted to the LCSC via an interface or method agreed upon by MCIIm and BellSouth.

2.3.1.6 BellSouth shall provide to MCIIm a list of all CLASS and Custom features and functions within ten (10) days of the Effective Date of this Agreement and shall provide updates to such list at the time new features and functions become available.

2.3.2 Ordering and Provisioning for Resale Services

2.3.2.1 BellSouth shall make available to MCIIm a list of all intraLATA and interLATA carriers available for subscriber selection on a central office level.

2.3.2.2 *Left blank intentionally.*

2.3.2.3 BellSouth shall provide MCIIm with customer service records, including without limitation Customer Proprietary Network Information (CPNI), except such information as BellSouth is not authorized to release either by the customer or pursuant to applicable law, rule or regulation.

2.3.2.3.1 BellSouth shall provide to MCIIm, on a restricted basis which will appropriately safeguard subscribers' privacy, a real-time, electronic interface to BellSouth's subscriber information systems which will allow MCIIm to obtain the subscriber profile information, including listed name, billing and service addresses, billed telephone number(s), and identification of features and services on the

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subscriber's account(s). The Parties shall mutually agree on restrictions that will appropriately safeguard subscribers' privacy.

2.3.2.3.1.1 Until access to CSRs is available via a real-time, electronic interface, BellSouth shall provide CSRs via a three-way call to a BellSouth service center or will fax a copy of the customer's record to MCIm with the customer's permission. BellSouth will also make available to MCIm the "switch-as-is" process. BellSouth will also provide information on an existing account in conjunction with issuing an LSR to convert the subscriber's service to MCIm.

2.3.2.3.1.2 Left Blank Intentionally

2.3.2.4 BellSouth shall provide to MCIm access to a list of all Telecommunications Services features and functions, including new services, trial offers, and promotions. At MCIm's option, BellSouth will provide MCIm access to BellSouth's Products and Services Inventory Management System (P/SIMS) data via Network Data Mover file transfer. BellSouth shall update this data at least once a week from BellSouth's P/SIMS database. The data shall be available at all times and MCIm may retrieve the data at any time on a mutually agreed upon schedule which will allow MCIm to download the file once it is updated by BellSouth

2.3.2.5 At MCIm's option, BellSouth will provide MCIm the capability to validate addresses by access to BellSouth's Regional Street Address Guide (RSAG) via dial-up or LAN to WAN access. Implementation time frames will be negotiated between the parties.

2.3.2.6. BellSouth shall provide MCIm on line access to telephone number reservations by December 31, 1997. Until on line access is available via electronic interface, BellSouth agrees to provide MCIm with a ready supply of telephone numbers as described in Section 2.1.8.2.

2.3.2.7 At MCIm's option , BellSouth will provide MCIm the capability to reserve telephone numbers electronically. Up to 100 telephone numbers per CLLI/Terminating Traffic Area

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may be reserved at MCIm's request, for MCIm's sole use. BellSouth will provide additional numbers manually at MCIm's request in order that MCIm will have sufficient numbers available to meet expected needs. In situations where there are limited numbers available, BellSouth may limit the number of telephone numbers that can be reserved for a particular CLLI/TTA. The telephone number reservations made in this manner are valid for MCIm's assignment for ninety (90) days from the reservation date. BellSouth will make the telephone number reservations available to MCIm via diskette or via electronic file transfer. BellSouth agrees to implement an electronic interface to allow MCIm to reserve telephone numbers via an on-line electronic interface no later than April 1, 1997.

2.3.2.8 BellSouth Local Carrier Service Center (LSCS) will assign vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID and Hunting arrangements, as requested by MCIm, and documented in Work Center Interface agreements.

2.3.2.9 BellSouth will supply MCIm with Interval Guide Job Aids to be used to determine service installation dates. BellSouth will implement an electronic interface to its Due Date Support Application (DSAP) no later than April 1, 1997.

2.3.2.10 BellSouth shall provide to MCIm a real-time, on-line, electronic interface which will allow MCIm the ability to validate addresses, reserve telephone numbers, determine central office services/features and the ability to estimate due dates. This capability shall be provided no later than April 1, 1997.

2.3.2.11 BellSouth shall provide to MCIm a real-time, on-line electronic interface which will allow for entering Local Service Requests for resold services. This interface will provide MCIm the capability to retrieve Firm Order Confirmation, service order status and completion notifications.

2.3.2.12 BellSouth agrees to develop and make available to MCIm an Electronic Data Interchange (EDI) for ordering Local Services. This EDI ordering process supports select service order types and related transactions (i.e. orders,

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confirmations, firm order commitments, supplements and completions).

2.3.2.13 For ordering of Local Service Requests via EDI, BellSouth agrees to develop the EDI interface to be in conformance with the industry standards at such time as those standards become available. Implementation of this industry standard EDI interface will be per schedules mutually agreed to by MCIm and BellSouth.

2.3.3 Ordering and Provisioning for Unbundling

2.3.3.1 BellSouth shall provide to MCIm upon request a listing of all technically available functionalities for Network Elements.

2.3.3.2 BellSouth shall provide to MCIm upon request all engineering design and layout information for Network Elements.

2.3.3.3 BellSouth shall provide to MCIm a real-time, electronic interface which will allow MCIm to determine service due date intervals, schedule appointments, and adjust pending order due dates in real-time.

2.3.3.4 BellSouth shall provide to MCIm upon request advance information of the details and requirements for planning and implementation of NPA splits at least 6 months prior to implementation of the split.

2.3.3.5 BellSouth shall provide to MCIm information on charges associated with special construction. Until real-time, electronic interface is available, BellSouth agrees that BellSouth will immediately notify MCIm of any charges associated with necessary construction.

2.3.3.6 BellSouth shall provide MCIm with results from mechanized loop tests.

2.3.3.7 BellSouth shall provide MCIm with confirmation of circuit assignments.

2.4 Standards

2.4.1 General Requirements

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2.4.1.1 MCIm and BellSouth shall use the OBF standards for ordering and provisioning codes to be used for Network Elements. These codes shall apply to all aspects of the unbundling of elements and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee (TCIF-EDI-SOSC). Some unbundled Network Elements will continue to be ordered utilizing the ASR process.

2.5 Performance Measurements and Reporting: Provisioning performed by BellSouth will meet the following measurements:

2.5.1 Desired Due Date: Measures as a percent how often BellSouth is able to meet MCIm's desired due date for provisioning Services, Elements, or Combinations. BellSouth has stated that it cannot provide this measurement at this time. The Parties agree to review BellSouth's ability to provide Desired Due Date no later than October 1, 1997. Until such time as BellSouth provides this measurement, BellSouth agrees to provide a range of intervals provided below that it represents are reflective of the time it takes to install Services, Elements, or Combinations. BellSouth shall measure and provide data on the performance intervals (for each of BellSouth and MCIm Customers) and the Parties agree to meet to review interval data to assess whether the Intervals should be improved, no later than August 1, 1997. In addition, BellSouth and MCIm shall jointly develop by July 1, 1997, an audit plan that will provide data to demonstrate that the intervals provided by BellSouth to MCIm are at parity with those BellSouth provided itself or its end-users.

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Service	Interval
INSTALLATION	
Lines/trunks with no premises visit:	
Business	
1-3 lines	≤ 2 business days*
4-15 lines	≤ 4 business days*
Over 15 lines	As NEGOTIATED
Residential	≤ 2 business days*
Lines/Trunks with premises visit:	
Business	
1-2 lines	2 business days*
3-5 lines	4 business days*
6-10 lines	6 business days*
11-15 lines	9 business days*
Over 15 lines	AS NEGOTIATED
Residential	4 days*
Business lines/trunks; plant or other facilities not available and must be provisioned	AS NEGOTIATED
ESSX®/Multi Serv (Centrex)(sm)	
New/To & From	AS NEGOTIATED
New Features (not in common block)	AS NEGOTIATED
Add/changes (in common block)	
1-3 lines	2 business days
4-9 lines	3 business days
10-24 lines	5 business days
Over 24 lines	AS NEGOTIATED
Unbundled Network Elements	
Business or Residential	The Parties agree to establish appropriate intervals for provisioning unbundled Network Elements by July 1, 1997.
FEATURE CHANGES	
Orders received before 3:00 pm	Completed on day of receipt
Orders received after 3:00 pm	Completed before 5:00 pm next business day
SERVICE DISCONNECTS	
With no premises visits	
Business or Residential	Within 24 hours after receipt of

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	Service Order
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*Under normal business conditions

2.5.2 Committed Due Date Met:

Measures as a percent the actual date service provisioned compared to the date service was scheduled to be provisioned.

Measurement:

$$N = \frac{\text{Total Appointments Met}}{\text{Total Appointments Set}}$$

2.5.3 No Trouble Reported within 30 Days of Order Completion:

Measures reliability of service provided to MCI customers in first 30 days of service.

Measurement:

$$\begin{aligned} \text{POTS: } N &= \frac{\text{All troubles on service installed } \leq 30 \text{ days in a calendar month}}{\text{Installations in a calendar month}} \\ D &= \text{Installations in a calendar month} \end{aligned}$$

Note: N and D are not the same order base.

$$\begin{aligned} \text{Specials: } N &= \frac{\text{Troubles on service Installed } \leq 30 \text{ days}}{\text{Installations in a calendar month}} \\ D &= \text{Installations in a calendar month} \end{aligned}$$

Note: N and D are in the same order base.

2.5.4 Firm Order Confirmation:

Measures the timeliness of receiving a validation that the services ordered will be provisioned.

Measurement:

$$\begin{aligned} N &= \text{Total Number of FOCs Sent for the segment of each 24 hour period} \\ D &= \text{Total Number of FOCs Sent in a 24 hour period} \end{aligned}$$

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BellSouth agrees to collect and measure data in 4 hour segments through September 1, 1997. At that time, MCI and BellSouth will review BellSouth's ability to provide an Electronic FOC in four hours or less.

2.5.5 Notice of Reject or Error Status Within 1 Hour of Receipt (Paper/Electronic):

Measures the timeliness of receiving notification that a service order is incorrect and needs to be corrected:

Measurement:

$$N = \frac{\text{Number of Rejects or Error Status Sent in } \leq 1 \text{ hour}}{\text{Total Number of Rejects or Error Status Sent}}$$

2.5.6 Service Orders Provisioned As Requested:

(BellSouth and MCI agree to review appropriate information and develop a proposal to provide this measurement no later than August 1, 1997.)

Section 3. Connectivity Billing and Recording

This Section 3 describes the requirements for BellSouth to bill and record all charges MCI incurs for purchasing services under this Agreement.

3.1 Procedures

3.1.1 BellSouth shall comply with various industry, OBF, and other standards referred to throughout this Agreement. To satisfy these requirements, both parties shall adhere to mutually agreed upon interpretations of all standards referred to in this Agreement.

3.1.2 BellSouth shall record and bill in accordance with this Agreement those charges MCI incurs as a result of MCI purchasing from BellSouth services, as set forth in this Agreement (hereinafter "Connectivity Charges").

3.1.3. BellSouth will bill charges for interconnection and resale (within 180 days of the execution of this agreement) in a CABS format. BellSouth will conform each CABS bill in accordance with CABS guidelines.

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3.1.4 Each service purchased by MCIIm shall be assigned a separate and unique billing code in the form agreed to by the parties and such code shall be provided to MCIIm on each Connectivity Bill in which charges for such services appear.

3.1.4.1 Each such billing code shall enable MCIIm to identify the service as ordered by MCIIm.

3.1.5 Each Connectivity Bill shall set forth the quantity and description of each such service provided and billed to MCIIm. All Connectivity Charges billed to MCIIm shall indicate the state from which such charges were incurred.

3.1.6 BellSouth shall bill MCIIm for each service supplied by BellSouth to MCIIm pursuant to this Agreement at the rates forth in this Agreement.

3.1.7 BellSouth shall bill MCIIm for the Connectivity Charges incurred; provided that, for those usage based Connectivity Charges where actual charge information is not determinable by BellSouth because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/ intraLATA, local) of the traffic is unidentifiable, or for other reason, the parties shall jointly develop a process to determine the appropriate charges.

3.1.8 Measurement of usage-based Connectivity Charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types shall be totaled for the entire monthly bill cycle and then rounded to the next whole minute. State tariffs apply for resold usage plans.

3.1.9 BellSouth shall provide to MCIIm at no additional charge a Single Point of Contact through a Local Carrier Service Center (LCSC), or similar function, for handling any Connectivity Billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

3.1.10 BellSouth shall provide single point of contact for handling of any data exchange questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

3.1.11 As soon as possible after completion of this Agreement, each party shall provide the other party written notice of which form of the monthly Connectivity Bill is to be deemed the official bill to assist the parties in resolving any conflicts that may arise between

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the official bill and another form of bill received via a different media which purportedly contain the same charges as are on the official bill.

3.1.12 If either party requests an additional copy(ies) of a bill, such party shall pay the other party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

3.1.13 When sending Connectivity Bills via electronic transmission, to avoid transmission failures or the receipt of Connectivity Billing information that cannot be processed, MCI shall provide BellSouth process specifications. Both parties shall comply with processing specifications when transmitting Connectivity Billing data to each other. Both parties shall provide notice to the other party if a Connectivity Billing transmission is received that does not meet specifications or that such party cannot process. Such transmission shall be corrected and resubmitted to the other party, at the resubmitting party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions shall be thirty (30) days from the issue date of the bill in a form that can be processed and that meets the specifications set forth in this Attachment.

3.1.14 BellSouth shall deliver to a location specified by MCI, billing information via Network Data Mover (NDM), magnetic tape or paper, as agreed to by MCI and BellSouth. In the event of an emergency, system failure or other such condition which prevents BellSouth from transmitting via NDM, BellSouth shall notify MCI of such difficulties within twenty four (24) hours of detection. BellSouth shall deliver to a location specified by MCI billing information via magnetic tape or paper, as agreed to by MCI and BellSouth. The parties acknowledge that all tapes transmitted to the other party via U.S. Mail or Overnight Delivery and which contain Connectivity Billing data shall not be returned to the sending party.

3.1.15 Subject to the terms of this Agreement, including without limitation Section 3.1.18 of this Attachment VIII, MCI shall pay BellSouth within thirty (30) days from the issue date of the bill. If the payment due date is a Saturday, Sunday or has been designated a bank holiday payment shall be made the next business day.

3.1.16 Left Blank Intentionally

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3.1.17 Left Blank Intentionally

3.1.18 Bill Reconciliation

3.1.18.1 Each party agrees to notify the other party upon the discovery of a billing discrepancy "Notice of Discrepancy".

3.1.18.2 In the event of such Notice of Discrepancy, the parties shall endeavor to resolve the discrepancy within sixty (60) calendar days notification using normal business procedures. If the discrepancy is disputed, resolution of such dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period.

3.1.18.3 Closure of a specific billing period shall occur by joint Agreement of the parties whereby the parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit. Closure shall take place within nine (9) months of the Bill Date. The month being closed represents those Connectivity Charges that were billed or should have been billed by the respective Bill Date.

3.1.18.4 If the dispute is not resolved within the allotted time frame, the following resolution procedure shall begin:

3.1.18.4.1 If the dispute is not resolved within sixty (60) days of the Notice of Discrepancy, the dispute shall be escalated to the second level of management for resolution.

3.1.18.4.2 If the dispute is not resolved within ninety (90) days of Notice of Discrepancy, the dispute shall be escalated to the third level of management for resolution.

3.1.18.4.3 If the dispute is not resolved within one hundred and twenty (120) days of the Notice of Discrepancy, the dispute may be resolved pursuant to Section 23 (Dispute Resolution Procedures) of Part A of this Agreement.

3.1.18.4 If MCI disputes Connectivity Charges and the dispute is resolved in favor of MCI, BellSouth

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shall credit the Connectivity Bill of MCIm for the amount of the disputed charges.

3.1.19 BellSouth shall reimburse MCIm for incorrect Connectivity Billing charges including without limitation: overcharges, services ordered or requested but not delivered, interrupted services, services of poor quality; and installation problems if caused by BellSouth. Such reimbursements shall be set forth in the appropriate section of the Connectivity Bill pursuant to CABS, or SECAB standards.

3.1.20 Left Blank Intentionally

3.1.21 When MCIm collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the Connectivity Bill provided to MCIm pursuant to this Attachment VIII. All such capital expenses shall be given a unique BAN and invoice number. All invoices for capital expenses shall be sent to the location specified by MCIm for payment. All other non-capital recurring collocation expenses shall be billed to MCIm in accordance with this Agreement. (The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the Connectivity Charges associated with collocation.) The bill label for such collocation charges shall be entitled 'Expanded Interconnection Service.' The bill label for non-capital recurring collocation expenses shall be entitled "Collocation."

3.1.22 LEC shall be responsible for billing and collecting charges from IXCs for access related to interexchange calls generated by resale subscribers.

3.1.23 When MCIm owns the end office, BellSouth shall not bill RIC to either MCIm or other IXCs.

3.1.24 Left Blank Intentionally

3.1.25 BellSouth shall establish a switched access meet point billing arrangement with MCIm. This arrangement will include tandem routed IXC calls and IXC calls routed through a line that is ported via Remote Call Forward (RCF) or FLEX DID from the BellSouth to MCIm.

3.1.25.1 MCIm will bill for carrier common line, local switching, RIC, and its portion of the transport charges for tandem routed IXC calls. For lines that are ported from the

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BellSouth to MCIm, BellSouth will bill only transport charges. MCIm will bill for all other applicable access charges.

3.1.25.2 BellSouth and MCIm will provide all necessary switched access records to each other for access billing.

3.2 Information Exchange and Interfaces

3.2.1 BellSouth shall provide MCIm monthly Connectivity Bills that include all Connectivity Charges incurred by and credits and/or adjustments due to MCIm for those services ordered, established, utilized, discontinued or performed pursuant to this Agreement. BellSouth shall issue multiple bills per month, on the first day of the month until otherwise notified by MCIm and the billing cycle shall be on a calendar basis. Each Connectivity Bill provided by BellSouth to MCIm shall include:

3.2.1.1 all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date;

3.2.1.2 any known unbilled non-usage sensitive charges for prior periods;

3.2.1.3 unbilled usage sensitive charges for the period beginning with the last bill date and extending up to, but not including, the current bill date for interconnection and extending through the bill date for resold services;

3.2.1.4 any known unbilled usage sensitive charges for prior periods;

3.2.1.5 any known unbilled adjustments.

3.2.1.6 Interim Number Portability. MCIm shall become the Customer of Record for the original BellSouth's telephone number(s). BellSouth shall use its reasonable efforts to provide MCIm with a consolidated billing statement for all collect and billed-to-3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statements shall be delivered in the Carrier Access Billing System/Small Exchange Carrier Access Billing System ("CABS/SECABS") format when defined by the Ordering and Billing Forum ("OBF").

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3.2.2 BellSouth shall make available during normal business days, pursuant to Section 4 of this Attachment, usage call detail information.

3.2.3 The Bill Date must be present on each bill transmitted by BellSouth to MCI, must be a valid calendar date, and not more than one (1) year old. Connectivity Bills shall not be rendered for any Connectivity Charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date, except as otherwise permitted by law.

3.2.4 On each bill where 'Jurisdiction' is identified, local and local toll charges shall be identified as 'Local' and not as interstate, interstate/ interLATA, intrastate, or intrastate/intraLATA. BellSouth shall provide from and through dates for charges rendered on all Connectivity Bills.

3.2.5 BellSouth shall separately identify, via USOCs, business charges from residence charges, as appropriate, and shall assign a specific adjustment or reference number provided by MCI to each adjustment and credit included on the Connectivity Bill.

3.2.6 Left Blank Intentionally

3.2.7 BellSouth and MCI shall issue all Connectivity Bills in accordance with the terms and conditions set forth in this Section 3. On Connectivity Bills BellSouth renders to MCI, BANs shall be 13 character alpha/numeric. The Bill Date shall be the same day month to month. Each party shall provide the other party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The parties shall provide one Connectivity Billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All Connectivity Bills must be received by the other party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any Connectivity Bill received on a Saturday, Sunday or a day designated as a bank holiday will be deemed received the next business day. If either party fails to receive Connectivity Billing data and information within the time period specified above the payment due date will be extended by the number of days receipt has been delayed.

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3.2.8 BellSouth shall make best efforts to issue all Connectivity Bills containing such billing data and information in accordance with the most current version of CABS /SECABS published by Bellcore, or its successor, or such later versions as are adopted by Bellcore, or its successor. To the extent that there are no CABS, or SECAB standards governing the formatting of certain data, such data shall be issued in the format mutually agreed to by BellSouth and MCIm.

3.2.9 BellSouth and MCIm agree that each party shall transmit Connectivity Billing information and data in the appropriate CABS or SECAB format electronically via NDM to the other party at the location specified by such party. MCIm data centers will be responsible for originating the calls for data transmission. BellSouth shall transmit in accordance with mutually agreed to technical specifications. MCIm will supply to BellSouth its RACF ID and password before the first transmission of data via NDM. Any changes to either party's NDM Node ID must be sent to the other party no later than thirty (30) calendar days before the changes take effect.

3.2.10 In emergency situations when tape transmittal has been used BellSouth shall adhere to the tape packaging requirements set forth in this Agreement. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a 6-inch distance from any magnetic field generating device (except a magnetron-tape device). BellSouth shall only use those shipping containers that contain internal insulation to prevent damage. BellSouth shall clearly mark on the outside of each shipping container its name, contact and return address. BellSouth shall not ship any Connectivity Billing tapes in tape canisters.

3.2.11 All emergency billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the parties' record and label standards, 9-track, odd parity, 6250 BPI group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. MCIm reserves the right to destroy a tape that has been determined to have unrecoverable errors. MCIm also reserves the right to replace a tape with one of equal or better quality.

3.2.12 Billing data tapes used in emergency circumstances shall have the following record and label standards. The dataset serial

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number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	SECAB
Record Length	bytes (fixed length)	bytes (fixed length)
Blocking factor	records per block	Not Applicable
Block size	bytes per block	Not Applicable
Labels	Standard IBM Operating System	Standard IBM Operating System

3.2.13 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel

3.2.14 Tape labels shall conform to IBM OSNS Operating System Standards contained in the IBM Standard Labels Manual. IBM standard labels are 80-character records recorded in EBCDIC, odd parity.

3.2.15 BellSouth shall conform to the Standard Volume Label Format which will be prescribed by MCI.

3.2.16 BellSouth shall use The IBM Standard Dataset Label Format which will be prescribed by MCI

3.2.17 BellSouth shall use mutually agreed upon test & production dataset formats

3.3 Standards

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3.3.1 Within thirty (30) days of the execution of this Agreement, BellSouth shall send to MCI metro connectivity bill data in the appropriate mechanized format (i.e. CABS or SECAB) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment. After receipt of the test data from BellSouth MCI metro will notify BellSouth if the connectivity billing transmission meets MCI metro's testing specifications. If the transmission fails to meet MCI metro's testing specifications, BellSouth shall make the necessary corrections. At least three (3) sets of testing data must meet MCI metro's testing specifications prior to BellSouth sending MCI metro a mechanized production connectivity bill for the first time via electronic transmission or tape. Thereafter, BellSouth may begin sending MCI metro production connectivity bills via electronic transfer on the next Bill Date, or within ten (10) days, whichever is later.

3.3.2 At least thirty (30) days prior to any change in existing formats or change to a different format, BellSouth shall send to MCI metro connectivity bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. BellSouth agrees that it shall not send to MCI metro bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.

3.3.3 During the testing period, BellSouth shall transmit to MCI metro Connectivity Billing data and information via paper or tape as specified by MCI metro. Test tapes shall be sent to a MCI metro specified location.

3.3.4 BellSouth agrees that if it transmits data to MCI metro in a mechanized format, BellSouth shall also comply with the following specifications which are not contained in CABS or SECAB guidelines but which are necessary for MCI metro to process Connectivity Billing information and data:

3.3.5 The Bill Date shall not contain spaces or non-numeric values.

3.3.5.1 Each Connectivity Bill must contain at least one detail record.

3.3.5.2 Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.

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3.3.5.3 The Invoice Number must not have embedded spaces or low values.

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3.3.7 LEFT BLANK INTENTIONALLY

3.4 Performance Measurements & Reporting

3.4.1 Left Blank Intentionally.

Section 4. Provision Of Subscriber Usage Data

This Section 4 sets forth the terms and conditions for BellSouth's provision of Recorded Usage Data (as defined in this Attachment VIII) to MCIm and for information exchange regarding long distance billing.

4.1 Procedures

4.1.1 General

4.1.1.1 BellSouth shall comply with BellSouth EMR industry standards in delivering customer usage data to MCIm.

4.1.1.2 BellSouth shall provide MCIm with Recorded Usage Data in accordance with provisions of Section 4 of this document.

4.1.1.3 BellSouth shall provide MCIm with copies of detail usage on MCIm accounts. However, following execution of this Agreement, MCI, may submit and BellSouth will accept a PON for a time and cost estimate for development by BellSouth of the capability to provide copies of other detail usage records for completed calls originating from lines purchased by MCIm for resale. Recorded Usage Data includes, but is not limited to, the following categories of information:

Completed Calls
Use of CLASS/LASS/Custom Features (under circumstances where BellSouth records activations for its own end user billing).
Calls To Information Providers Reached Via
BellSouth Facilities And Contracted By BellSouth

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Calls To Directory Assistance Where BellSouth Provides Such Service To An MCIm Subscriber
Calls Completed Via BellSouth-Provided Operator Services Where BellSouth Provides Such Service To MCIm's Local Service Subscriber and usage is billable to an MCIm account. For BellSouth-Provided MULTISERV Service, Station Level Detail Records Shall Include Complete Call Detail And Complete Timing Information where Technically Feasible.

4.1.1.4 Retention of Records: BellSouth shall maintain a machine readable back-up copy of the message detail provided to MCIm for a minimum of forty-five (45) calendar days. BellSouth shall provide any data back-up to MCIm upon the request of MCIm within the record retention interval and at the rates set forth in Attachment I.

4.1.1.5 BellSouth shall provide to MCIm Recorded Usage Data for MCIm subscribers. BellSouth shall not submit other carrier local usage data as part of the MCIm Recorded Usage Data.

4.1.1.6 BellSouth shall bill to MCIm any recurring or non-recurring charges appropriate based on the Local Service Requests submitted to the BellSouth by MCIm. BellSouth

4.1.1.7 BellSouth shall provide on calls to information providers reached via BellSouth facilities (e.g. 976 and NII service calls) recorded usage data in a rated format.

4.1.1.8 BellSouth shall provide Recorded Usage Data to MCIm billing locations as designated by MCIm, segregated no lower than NXX level.

4.1.1.9 BellSouth shall establish a Local Carrier Service Center (LCSC) or similar function to serve as MCIm's single point of contact to respond to MCIm call usage, data error, and record transmission inquiries.

4.1.1.10 BellSouth shall provide MCIm with a single point of contact, Remote Identifiers (IDs), and assistance in resolving usage data volume fluctuations for each sending location.

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4.1.1.11 MCIm shall provide a single point of contact responsible for receiving usage transmitted by BellSouth and receiving usage tapes from a courier service in the event of a facility outage.

4.1.1.12 BellSouth shall bill and MCIm shall pay the charges for Recorded Usage Data. Billing and payment shall be in accordance with the applicable terms and conditions set forth in this Agreement.

4.1.1.13 Without waiver of, and in addition to the Audit and Examination rights in the Section 22 (Audits and Examinations of Part A) of this Agreement, upon reasonable notice and at reasonable times MCIm or its authorized representatives may examine BellSouth's documents, systems, records and procedures which relate to the recording and transmission of the Usage data to MCIm under this Attachment.

4.1.2 Charges

4.1.2.1 BellSouth shall charge fees as delineated in Attachment I.

4.1.2.2 No charges shall be assessed for incomplete call attempts, nor will attempts be delivered to MCIm for calls which originate from lines purchased by MCIm for resale.

4.1.3 Central Clearinghouse & Settlement

4.1.3.1 In connection with CMDS hosting functions, BellSouth shall comply with Clearinghouse and Incollect/Outcollect procedures in accordance with CMDS standards.

4.1.3.2 BellSouth shall settle with MCIm for both intra-region and inter-region billing exchanges of calling card, bill-to-third party, and collect calls in accordance with the prevailing CMDS standards.

4.1.4 Lost Data

4.1.4.1 Loss of Recorded Usage Data - In the event MCIm Recorded Usage Data is determined to have been lost,

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damaged or destroyed as a result of an error or omission by BellSouth in its performance of the recording function, upon MCIm's request, BellSouth shall attempt to recover the Recorded Usage Data at no charge to MCIm. In the event the data cannot be recovered by BellSouth, BellSouth and MCIm shall mutually agree upon a credit amount based upon an estimate of the affected messages and associated revenue, reduced by a mutually agreed upon estimate of associated Recording Service charges, based upon the method described below. This method shall be applied on a consistent basis, subject to modifications agreed to by BellSouth and MCIm. This estimate shall be used to adjust amounts MCIm owes BellSouth for services BellSouth provides in conjunction with the provision of Recorded Usage Data, and BellSouth's liability for lost, damaged or destroyed Recorded Usage Data shall be limited to the application of the credit described in this section.

4.1.4.2 The lost revenue per day will be based upon the daily average of revenues for the corresponding days of the week (e.g. four Mondays) in the most recent month for which MCIm supplied data to BellSouth before the day of loss, except:

4.1.4.2.1 If the loss occurs on a weekday which is a holiday (except Mother's Day or Christmas), BellSouth will use the daily average of revenues from the four Sundays of the most recent month for which MCIm supplied data to BellSouth before the day of loss;

4.1.4.2.2 If the loss occurs on Mother's Day or Christmas, BellSouth will use the daily average of revenue from that day in the preceding year (if available from the data supplied by MCIm to BellSouth before the day of loss); and

4.1.4.2.3 If the loss occurs on a day not a holiday but one (or more) of the days lost is a holiday, BellSouth will use additional corresponding days from the next most recent month for which MCIm supplied data to BellSouth before the day of loss.

4.1.5 Testing, Changes and Controls

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4.1.5.1 The Recorded Usage Data, EMR format, content, and transmission process shall be tested in a manner mutually agreed upon by BellSouth and MCI.

4.1.5.2 Interface Testing: The purpose of this test is to ensure that the usage records can be sent by BellSouth to MCI and can be accepted and processed by MCI. BellSouth shall provide a test file to MCI's designated Regional Processing Center (RPC) in the format that shall be used for live day-to-day processing. The file shall contain that production data which MCI and BellSouth agree upon. MCI shall review the file and verify that it conforms to agreed upon EMR standards. MCI shall notify BellSouth in writing whether the format is acceptable. MCI shall also provide BellSouth with the agreed-upon control reports as part of this test.

4.1.5.3 Operational Test: The purpose of this test is to ensure that volumes of usage in consecutive sequence can be extracted, distributed, and processed by BellSouth and MCI.

4.1.5.4 For testing purposes BellSouth shall provide MCI with BellSouth recorded, unrated usage for a minimum of five (5) consecutive days. MCI shall provide BellSouth with the message validation reports associated with test usage.

4.1.5.5 Test File: Test data should be transported via NDM whenever possible. In the event that courier service must be used to transport test media, the physical tape characteristics to be used are described in this Agreement.

4.1.5.6 Periodic Review: Control procedures for all usage transferred between BellSouth and MCI shall require periodic review. This review may be included as part of an annual audit of BellSouth by MCI or as part of the normal production interface management function. Breakdowns which impact the flow of usage between BellSouth and MCI must be identified and jointly resolved as they occur. The resolution may include changes to control procedures, as similar problems would be avoided in the future. Any changes to control procedures would need to be mutually agreed upon by MCI and BellSouth.

4.1.5.7 BellSouth Software Changes:

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4.1.5.7.1 When BellSouth plans to introduce any software changes which impact the format or content structure of the usage data feed to MCI, designated BellSouth personnel shall notify MCI no less than one hundred twenty (120) calendar days before such changes are implemented.

4.1.5.7.2 BellSouth shall communicate the projected changes to the single point of contact in MCI so that potential impacts on MCI processing can be determined.

4.1.5.7.3 MCI personnel shall review the impact of the change on the entire control structure and the Post Conversion Test Plan, herein. MCI shall negotiate any perceived problems with BellSouth and shall arrange to have the data tested utilizing the modified software.

4.1.5.7.4 If it is necessary for BellSouth to request changes in the schedule, content or format of usage data transmitted to MCI, BellSouth shall notify MCI. BellSouth and MCI agree to comply with changes in EMR standard as they from time to time occur.

4.1.5.8 MCI Requested Changes:

4.1.5.8.1 MCI may request changes in the schedule, content, format of the usage data transmitted from BellSouth, as deemed necessary by MCI within the constraints of EMR industry standard requirements.

4.1.5.8.2 When the negotiated changes are to be implemented, MCI and/or BellSouth shall arrange for testing of the modified data in a mutually agreed Post Conversion Test Plan designed to encompass all types of changes to the usage data transferred by BellSouth to MCI and the methods of transmission for that data.

4.1.5.9 BellSouth System Change Description:

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4.1.5.9.1 For a BellSouth change to the Recorded Usage Data , BellSouth shall provide MCIm with an overall description of the change, stating the objective and a brief explanation of the reasons for the change.

4.1.5.9.2 During the initial negotiations regarding the change, BellSouth shall provide a list of the specific records and/or systems impacted by the change to designated MCIm personnel.

4.1.5.9.3 BellSouth shall also provide MCIm a detailed description of the changes to be implemented. It shall include sufficient detail for designated MCIm personnel to analyze and estimate the effects of the changes and to design tests to verify the accuracy of the implementation.

4.1.5.10 Change Negotiations:

4.1.5.10.1 MCIm shall be notified in writing of all proposed negotiations initiated by BellSouth. In turn, MCIm shall notify BellSouth in writing of proposed change negotiations initiated by MCIm. These written notifications will be directed to the single point of contact for the respective companies.

4.1.5.10.2. After formal notification of planned changes, whether originated by BellSouth or MCIm, designated MCIm personnel shall schedule negotiation meetings as required with designated BellSouth personnel. The first meeting should produce the overall change description (if not previously furnished) and the list of records and/or systems affected.

4.1.5.10.3 In subsequent meetings, BellSouth shall provide the detailed description of changes to be implemented. After reviewing the described changes, designated MCIm personnel shall negotiate a detailed test procedure with BellSouth.

4.1.5.11 Changes to controls:

MCIm may request changes to the control structure.

BellSouth Requested control changes will be negotiated.

4.1.5.12 Verification Of Changes

4.1.5.12.1 Based on the detailed description of changes furnished by BellSouth, MCIm and BellSouth personnel shall:

- Determine the type of change(s) to be implemented.
- Develop a comprehensive test plan.
- Negotiate scheduling and transfer of modified data with BellSouth.
- Confirm that test data is verified and acceptable by both BellSouth and MCIm.

4.1.5.13 Introduction of Changes:

4.1.5.13.1 When all the testing requirements have been met and the results reviewed and accepted, designated MCIm and BellSouth personnel shall:

- Negotiate an implementation schedule.
- Verify the existence of a contingency plan with the appropriate MCIm personnel.
- Arrange for the follow-up review of changes with appropriate MCIm personnel.
- Arrange for appropriate changes in control program, if applicable.

4.2 Information Exchange and Interfaces

4.2.1 Core Billing Information

4.2.1.1 Recorded Usage Data all intraLATA toll and local usage. BellSouth shall provide MCIm with unrated EMR records associated with all billable intraLATA toll and local usage which they record on lines purchased by MCIm for resale. Any billable Category, Group and/or Record types approved in the future for BellSouth shall be included if they fall within the definition of local service resale. MCIm shall be given notification thirty (30) days prior to implementation of a new type, category and / or record.

4.2.1.2 BellSouth shall provide rated EMR records only when explicit consent for sending such records has been

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obtained from MCI. The following records shall be rated by BellSouth:

Category 01	Operator handled, person to person, collect calls, bill to third number, SSP record query
Category 03	Credit & adjustments
Category 41	Subscriber credit

4.2.1.3 All messages billable to an MCI account will BellSouth be transmitted to MCI. BellSouth recorded usage billable to MCI Subscribers.

4.2.1.4 Data Delivery Schedules: Data shall be delivered to MCI by BellSouth daily (Monday through Friday) unless otherwise negotiated. MCI and/or BellSouth Data Center holidays are excluded. BellSouth and MCI shall exchange schedules of designated Data Center holidays.

4.2.2 Supporting Billing Information

4.2.2.1 Returned Long Distance Messages and Invoices

4.2.2.1.1 EC shall return message records or invoices to MCI for messages or invoices which cannot be billed to a BellSouth end user because BellSouth no longer serves the end user for the associated messages or invoices as a result of the end user telephone number being served by another LEC/CLEC. BellSouth will return IC messages as misdirected if BellSouth no longer serves the end user.

4.2.2.1.2 Message records or invoices shall be returned as part of the established unbillable process. Returned messages or invoices shall be in industry-standard EMR format using the OBF-agreed return code 50, unless otherwise negotiated with MCI.

4.2.2.1.3 Additional return codes to be used for return designations are as follows:

81 - Rated record is received and indicator 19 is set to a value of other than 1 or 3 for a CIC of zeroes.

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82 - Message is determined to be interLATA, and interLATA is not determined to be applicable.

83 - field is designated as numeric field contains non-numeric values.

84 - message is terminating to number that has a NPA 900

4.2.2.1.4 The above message and/or invoice returns shall contain the Operating Company Number (OCN), or another identifying number or code as may become a future industry standard, of the LEC serving the end user through resale or portability at the time the invoice or message is returned.

4.2.2.1.5 Following are the record types and positions where the OCN should be populated. The error or return code should continue to appear in the standard position.

01-XX-XX record:	positions 168-171
01-51-21 record:	positions 125-128
01-51-24 record:	positions 187-190
41-XX-XX record (detail):	positions 168-171
41-50-XX record (summary):	positions 154-157
42-50-XX record (summary):	positions 154-157

4.2.2.2 Interim Number Portability. BellSouth shall provide MCI metro call detail records identifying each IXC which are sufficient to allow MCI metro to render bills to IXCs for calls IXCs place to ported numbers in the BellSouth network which the BellSouth forwards to MCI metro for termination.

MCI metro shall become the Customer of Record for the original BellSouth's telephone number(s), subject to the CALNP arrangements. BellSouth shall provide to MCI metro the Electronic Message Records ("EMR") for all calls in a daily electronic Network Data Mover ("NDM") feed or magnetic tape, as specified by MCI metro, for MCI metro customers.

4.2.3 Product/Service Specific

4.2.3.2 BellSouth shall provide a Specialized Service / Service Provider Charge record to support the Special

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Features Star Services if these features are part of BellSouth's offering.

4.2.4 Emergency Information

4.2.4.2 MCI shall arrange transport facilities per BellSouth tariffed services. BellSouth shall transmit via NDM whenever possible. In the event usage transfer cannot be accommodated by NDM because of extended (one (1) business day or longer) facility outages, BellSouth shall contract for a courier service to transport the data via tape. The data tape will be transported via courier service and costs for delivery will be borne by the company responsible for the outage.

4.2.4.3 BellSouth shall comply with the following standards when emergency data is transported to MCI on tape or cartridge via a courier. The data shall be in fixed or variable block format as specified by MCI and:

Tape: 9-track, 6250 (or 1600) BPI (Bytes per inch)

Cartridge: 38,000 BPI (Bytes per inch)

LRECL: 2,472 Bytes

Parity: Odd

Character Set: Extended Binary Coded Decimal Interchange Code (EBCDIC)

External labels: Exchange Carrier Name, Dataset Name (DSN) and volume serial number

Internal labels: IBM Industry OS labels shall be used. They consist of a single volume label and two sets of header and trailer labels.

4.2.5 Rejected Recorded Usage Data

4.2.5.1 If MCI should encounter significant volumes of errored messages that prevent processing by MCI within its systems, BellSouth will work with MCI to jointly determine the source and appropriate error resolution.

4.2.5.2 BellSouth must return EMR/EMI records to IXCs with the OBF standard message reject code which indicates that BellSouth no longer serves the end user and which includes the OCN/Local Service Provider ID of the new LEC/Reseller serving the end user.

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4.2.5.3 Rejected messages or invoices shall be returned to MCIm in accordance with procedures and timeframes already established between BellSouth and MCIm.

4.2.6 Interfaces

4.2.6.1 BellSouth shall transmit formatted Recorded Usage Data to MCIm via NDM as designated by MCIm.

4.2.6.2 MCIm shall notify BellSouth of resend requirements if a pack or entire dataset must be replaced due to pack rejection, damage in transit, dataset name failure, etc.

4.2.6.3 Critical edit failure on the Pack Header or Pack Trailer records shall result in pack rejection (e.g., detail record count not equal to grand total included in the pack trailer). Notification of pack rejection shall be made by MCIm within one (1) business day of processing. Rejected packs shall be corrected by BellSouth and retransmitted to MCIm within twenty-four (24) hours or within an alternate timeframe negotiated on a case by case basis.

4.2.6.4 A pack shall contain a minimum of one message record or a maximum of 9,999 message records plus a pack header record and a pack trailer record. A file transmission contains a maximum of 99 packs. A dataset shall contain a minimum of one pack. BellSouth shall provide MCIm one dataset per sending location, with the agreed upon RAO/OCN populated in the Header and Trailer records.

4.2.7 Formats & Characteristics

4.2.7.1 Rated in collect messages should be transmitted via the NDM and can be intermingled with the unrated messages. No special packing is needed

4.2.7.2 EMR: BellSouth shall provide Recorded Usage Data in the EMR format and by category, group and record type, and shall be transmitted, via a direct feed, to MCIm. The following is a list of EMR records that MCIm can expect to receive from BellSouth:

Header Record	20-20-01
Trailer Record	20-20-02

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Detail Records * 01-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 33, 35, 37, 80, 81, 82, 83
 10-01-01, 06, 07, 08, 09, 16, 18, 31, 32, 35, 37, 80, 81, 82, 83
Credit Records 03-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Rated Credits 41-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,
Cancel Records 51-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82, (58 -01 -xx where the record being canceled is unrated)
Correction Records 71-01-01, 06, 08, 09, 14, 17, 18, 31, 32, 35, 37, 80, 81, 82,

* Category 01 is utilized for Rated Messages; Category 10 is utilized for Unrated Messages. Category 10 records are to have indicator 13 populated with a value of 5

In addition, BellSouth shall provide a 42-50-01 Miscellaneous Charge record to support the Special Features Star Services if these features are part of BellSouth's offering.

4.2.7.3 BellSouth shall comply with the most current version of Bellcore standard practice guidelines for formatting EMR records.

4.2.7.4 The Interfacing Bell RAO, OCN, and Remote Identifiers shall be used by MCIIm to control invoice sequencing and each shall have its own invoice controls.

4.2.7.5 The file's Record Format (RECFM) shall be Variable Block with 175 character EMR record, plus modules if appropriate.

4.2.7.6 Initially, BellSouth may elect not to comply with specific sorting requirements. However, MCIIm may elect to require BellSouth to sort PACKS in accordance with MCIIm specifications at a later date.

4.2.7.7 BellSouth shall transmit the usage to MCIIm using dataset naming conventions prescribed by MCIIm.

4.2.8 Controls

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4.2.8.1 MCIIm shall test and certify the NDM interface to ensure the accurate receipt of Recorded Usage Data.

4.2.8.2 Header and trailer records shall be populated in positions 13-27 with the following information:

	Position
13-14	Invoice numbers (1-99)
15-16	Bell Co. ID number
17-19	Interfacing Bell RAO Code
20-23	MCIIm OCN - value 7229
24-27	Reseller OCN

The trailer grand total record count shall be populated with total records in pack (excluding header & trailer)

4.2.8.3 Control Reports: MCIIm accepts input data provided by BellSouth in EMR format in accordance with the requirements and specifications detailed in this Section 8 of the Attachment III. In order to ensure the overall integrity of the usage being transmitted from BellSouth to MCIIm, data transfer control reports shall be required. These reports shall be provided by MCIIm to BellSouth on a daily or otherwise negotiated basis and reflect the results of the processing for each pack transmitted by BellSouth.

4.2.8.4 Control Reports - Distribution: Since BellSouth is not receiving control reports, dataset names shall be established during detailed negotiations.

4.2.8.5 Message Validation Reports: MCIIm shall provide the following once(1) per day (or as otherwise negotiated) Message Validation reports to the designated BellSouth System Control Coordinator. These reports shall be provided for all data received within BellSouth Local Resale Feed and shall be transmitted Monday through Friday.

4.2.8.6 Incollect Pack Processing: This report provides vital statistics and control totals for packs rejected and accepted and dropped messages. The information is provided in the following report formats and control levels:

BellSouth Name
Reseller Total Messages processed in a pack

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Packs processed shall reflect the number of messages initially erred and accepted within a pack
Reseller Total Packs processed

4.2.8.7 MCIm requires information on a subscriber's selection of billing method, special language billing, and other billing options.

4.3 Standards

4.3.1 When requested by MCIm for security purposes, BellSouth shall provide MCIm with Recorded Usage Data as soon as practical. If not available in EMR format, the Recorded Usage Data may be provided in AMA format.

4.3.2 BellSouth shall include the Working Telephone Number (WTN) of the call originator on each EMR call record where Technically Feasible.

4.3.3 End user subscriber usage records and station level detail records shall be in packs in accordance with EMR standards.

4.3.4 BellSouth shall provide Recorded Usage Data to MCIm on a schedule to be determined by the parties once a day Monday through Friday except holidays.

4.3.5 BellSouth shall segregate and organize the Recorded Usage Data in a manner mutually agreed upon between BellSouth and MCIm..

4.4 Performance Measurements

4.4.1 ACCOUNT MAINTENANCE

4.4.1.1 When notified by a CLEC that a MCIm Customer has switched to CLEC service, BellSouth shall provision the change, and notify MCIm via CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day:

Measurement:

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N = Number of Local Services Changes from MCI to Another CLEC Provisioned with Notification to MCI in One Business Day

D = Total Number of Local Service Changes from MCI to Another CLEC Provisioned with Notification to MCI.

4.4.1.2 When notified by MCI that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BellSouth shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed within one (1) business day.

Measurement:

N = Number of PIC Only Changes from One LEC to Another Initiated by MCI Provisioned with Notification via the Work Order Completion Feed in \leq One Business Day

D = Total Number of PIC Only Changes from One LEC to Another initiated by MCI Provisioned with Notification via the Work Order Completion Feed

4.4.1.3 If notified by an interexchange carrier using an '01' PIC order record that an MCI Customer has changed his/her PIC only, BellSouth will reject the order and notify that interexchange carrier a CARE PIC record should be sent to the serving CLEC for processing within one (1) business day of BellSouth's receipt of the PIC order from the IXC.

Measurement:

N = Number of PIC Change Requests for a MCI Local Customer Rejected by BellSouth to IXC \leq One Business Day

D = Total Number of PIC Changes for a MCI Local Customer Rejected by BellSouth to IXC

4.4.2 Timeliness

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BellSouth will mechanically transmit, via CONNECT:Direct, all usage records to MCI's Message Processing Center once daily.

Measurement:

N = Total Number of Messages Sent within six (6) calendar
days from initial Recording

D = Total Number of Messages Sent

Target: ≥ 95% of all messages will be delivered within 6
calendar days from initial recording

4.4.3 Completeness

BellSouth will provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (30) days of the message create date.

Measurement:

N = Total number of Recorded Usage Data records
delivered during the current month that are within
thirty (30) days of the message create date.

_____ x100

D = Total number of Recorded Usage Data Records
delivered during the current month.

Target: ≥ 98% of all records delivered within 30 days of the
message creation

4.4.4 Recorded Usage Data Accuracy

4.4.4.1 Format and Content

BellSouth will provide Recorded Usage Data in the format and with the content as defined in the current BellCore EMR document.

Measurement:

N = Total Number of Recorded Usage Data
Transmitted Correctly _____ x 100

D = Total Number of Recorded Usage Data

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Transmitted

Target: $\geq 98\%$ of all recorded records delivered will be transmitted correctly

4.4.4.2 Transmission

BellSouth will ensure that the Recorded Usage Data is transmitted to MCI error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BellSouth as a Modification Request (MR). The type of MR that corresponds with each MR response time classification shall be mutually determined. Performance is to be measured and reported in accordance with the MR response times described below:

MR Response Times:

A = Immediate Attention – Resolution within 24 hours

B = Resolution 4 to 7 Days – Unguidables

C = Resolution 2 to 3 Weeks

D = Resolution 1 to 2 Months – Changes Which Need to be Made

R = Resend (Files) within 6 Hours

All times refer to mutual business work days/hours

4.4.5 Data Packs

BellSouth will transmit to MCI all packs error free in the format agreed.

Measurement:

$N = \frac{\text{Total Number of Data Packs Sent Error Free}}{\text{Total Number of Data Packs Sent}}$

D = Total Number of Data Packs Sent

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Target: 96% of all Packs transmitted in a calendar month will be accepted.

4.5 Reporting

4.5.1 Left Blank Intentionally.

4.5.2 Left Blank Intentionally.

4.5.2.1 Left Blank Intentionally.

Section 5. Maintenance

5.1 General Requirements

For maintenance, the parties agree to implement the BellSouth approved EBI standard within 12 months of the signing of this Agreement. MCI understands that within such 12 month period BellSouth may not be able to make full implementation of the approved EBI standard, and provided BellSouth uses its best efforts to fully implement such standard as soon as possible, MCI agrees to accept less than full implementation at the conclusion of the 12 month period. MCI further agrees to accept on an interim basis, until such time as EBI is implemented, the interfaces approved by BellSouth.

5.1.1 BellSouth shall provide repair, maintenance, testing, and surveillance for all Telecommunications Services and unbundled Network Elements and Combinations in accordance with the terms and conditions of this Agreement.

5.1.1.1 During the term of this Agreement, BellSouth shall provide necessary maintenance business process support as well as those technical and systems interfaces required to enable MCI to provide at least the same level and quality of service for all services for resale, functions, features, capabilities and unbundled elements or combinations of elements as BellSouth provides itself, its subscribers any of its Affiliated or subsidiaries or any other entity. BellSouth shall provide MCI with the same level of maintenance support as BellSouth provides itself in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that BellSouth uses and/or which are required by law, regulatory agency, or by BellSouth's own internal procedures, whichever are the most rigorous. These standards shall apply to the quality of the technology,

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equipment, facilities, processes, and techniques (including, but not limited to, such new architecture, equipment, facilities, and interfaces as BellSouth may deploy) that BellSouth provides to MCIm under this Agreement.

5.1.1.2 Until an Electronic Interface is available, BellSouth shall provide access numbers to the state specific TRC (Trouble Reporting Center) based on class of service for MCIm to report via telephone maintenance issues and trouble reports twenty-four (24) hours a day and seven (7) days a week.

5.1.1.3 BellSouth shall provide MCIm maintenance dispatch personnel on the same schedule that they provide their own subscribers.

5.1.2 MCIm shall handle all interaction with MCIm subscribers including all calls regarding service problems, establishing appointments pursuant to Section 5.1.11, and notifying the subscriber of trouble status and resolution, unless otherwise authorized by MCIm.

5.1.3 BellSouth shall cooperate with MCIm to meet maintenance standards set forth in this Attachment for all Telecommunications Services, unbundled network elements and Combinations ordered under this Agreement. Such maintenance standards shall include, without limitation, standards for testing, network management, call gapping, and notification of upgrades as they become available.

5.1.4 All BellSouth employees or contractors who perform repair service for MCIm subscribers shall follow at a minimum, procedures and protocols which ensure that: (1) BellSouth employees or contractors shall perform repair service that is at least equal in quality to that provided to BellSouth subscribers; (2) trouble calls from MCIm subscribers shall receive response time priority that is at least equal to that of BellSouth subscribers and shall be handled on a "first come first served" basis regardless of whether the subscriber is an MCIm subscriber or a BellSouth subscriber.

5.1.5 BellSouth shall provide MCIm with the same scheduled and non-scheduled maintenance including, without limitation, required and recommended maintenance intervals and procedures for all Local Services, Network Elements and Combinations provided to

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MCI metro under this Agreement that it currently provides for maintenance of its own network. Procedures for scheduled and non-scheduled maintenance will be documented in the work center agreements.

BellSouth shall negotiate the release of any scheduled and non-scheduled maintenance for Unbundled Network Elements or Large Business Subscribers' service with MCI metro prior to any activity which may impact those services.

For services provided through resale, BellSouth agrees to provide MCI metro with scheduled maintenance for residence and small business customers, consistent with that which it provides its own customers. BellSouth agrees to provide MCI metro written notification of Central Office conversions and such conversions will occur after midnight and before 4 A.M.

For misdirected calls, BellSouth and MCI metro shall advise customers to contact MCI metro and BellSouth, respectively, and offer the customer the contact number upon request.

5.1.6 Left Blank Intentionally

5.1.7 Left Blank Intentionally

5.1.8 BellSouth shall inform MCI metro of repair completion and trouble reason as soon as possible after restoration of network elements, or Combinations, and any other trouble reports by MCI metro. Notification should be provided via electronic interface, when available.

5.1.9 BellSouth and MCI metro shall mutually develop escalation procedures to be followed if, in MCI metro's judgment, any performance standard defined in this Agreement is not met for any individual trouble report. The escalation procedures to be provided shall include telephone numbers of BellSouth management personnel who are responsible for maintenance issues and who will be contacted when a trouble condition is escalated.

5.1.10 BellSouth and MCI metro shall mutually develop procedures to establish the conditions under which a root cause analysis will be

performed and the methods by which the results will be conveyed to MCI.

5.1.11 Dispatching of BellSouth technicians to MCI subscriber premises shall be accomplished by BellSouth pursuant to a request received from MCI. MCI shall be able to schedule appointment windows based on load. The electronic interface established pursuant to subsection 5.2 shall provide the capability of allowing MCI to receive trouble reports, analyze and sectionalize the trouble, determine whether it is necessary to dispatch a service technician to the subscriber's premises, and verify by disposition codes or narratives any actual work completed on the subscriber's premises.

5.1.12 BellSouth shall supply MCI with a unique number, which may be the customer's actual number, to identify each MCI initial trouble report opened. For repeat trouble reports, if the previous trouble was within a 30 day period, the report will be flagged as a repeat report automatically.

5.1.13 Left Blank Intentionally

5.1.14 Where BellSouth uses 611 for its own customers, BellSouth shall make available to MCI the ability to route 611 repair calls dialed by MCI subscribers directly to the MCI repair center via Line Class Codes on a first-come, first served basis. Where BellSouth does not employ 611, MCI may establish at its discretion a 7 or 10 digit toll free number for access to its repair center.

5.1.15 Until such information is available via an Electronic Interface, BellSouth will notify MCI upon completion of trouble report. The report shall not be considered closed until such notification is made. MCI will contact its subscriber to determine if repairs were completed and confirm the trouble no longer exists.

5.1.16 Additional Unbundling Requirements

5.1.16.1 When trouble is reported by a subscriber served through unbundled network elements, MCI will test its network to identify any problems. If no problems are identified with the MCI network, MCI will open a trouble report with BellSouth. BellSouth shall then test its portion of

the network and perform repairs as required in the timeframes set forth below in this Agreement.

5.1.16.1.1 MCI will coordinate combined testing or repair activities until trouble is resolved. BellSouth shall provide repair updates to MCI.

5.2 Systems Interfaces and Information Exchanges

5.2.1.1 For line based (POTS) Resold Local Service, BellSouth shall develop a real-time, on-line Electronic Interface for access by MCI to BellSouth's maintenance systems and databases, in order to allow MCI to: (i) receive "estimated time to repair" ("ETTR") on a real-time basis; (ii) based on the nature of the reported trouble, perform electronic test at time of entry and provide test results to MCI; and (iii) provide final closure on trouble tickets entered into BellSouth maintenance system for an MCI subscriber. This capability will be deployed by March 31, 1997.

In addition BellSouth agrees to continue to develop the electronic interface capability to provide MCI with ability to: (iv) receive timely notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair appointment; and (v) retrieve all applicable time and material charges at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts incurred in each such category, and total by customer, per event).

5.2.1.2 As an option to the above, MCI may opt to use the existing Electronic Communications gateway interface for line based (POTS) Resold Local Service. This interface will allow MCI maintenance personnel and customer services representatives to perform the following functions for MCI subscribers: (i) enter a new trouble ticket into the BellSouth maintenance system for an MCI subscriber; (ii) limited ability to retrieve and track current status on all MCI subscriber repair tickets; and (iii) provide final closure on trouble tickets entered into BellSouth's maintenance system for an MCI subscriber.

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For local services provisioned via the Access Service Request (ASR) process, the Electronic Communications gateway interface may be used.

5.2.2 BellSouth shall perform all testing for Resale Services.

5.2.2.1 Until the electronic interface with MCI is fully operational, BellSouth shall provide test results to MCI, if appropriate, for trouble clearance. When the electronic interface with MCI is fully operational, BellSouth shall give MCI the ability to retrieve such results via the electronic interface. In all instances, BellSouth will provide MCI with the disposition of the trouble.

5.2.2.2 If BellSouth initiates trouble handling procedures it will bear all costs associated with that activity. If MCI requests the trouble dispatch then MCI will bear the cost.

5.2.3 Until such information is available via the Electronic Interface, BellSouth shall provide to MCI the ability to obtain the status on open maintenance trouble reports via telephone or by another interface as the parties may mutually agree. BellSouth agrees to provide the status of residence and small business trouble reports upon MCI's request.

5.2.4 BellSouth agrees to provide to MCI the status for open maintenance trouble reports for large business subscribers anytime the status of the trouble report changes or at MCI's request.

5.2.5 Until the electronic interface with MCI is fully operational, BellSouth agrees that MCI may call BellSouth to verify central office features and functions as they relate to an open trouble report. BellSouth agrees to work with MCI on the initial trouble report to isolate the cause of the trouble and, where possible, resolve the feature/function related trouble at that time.

5.2.6 BellSouth agrees to advise MCI of any central office failure that is known at the time of any inquiry or trouble report. BellSouth agrees to continue to use its best efforts to implement a process which will provide automatic notification to MCI at the time of trouble ticket entry.

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5.2.7 BellSouth agrees to provide an Estimated Time To Repair (ETTR), an appointment time or commitment time, as appropriate, on all residence and small business trouble reports.

5.2.8 BellSouth agrees to develop, with MCIm's cooperation, mutually acceptable workcenter interface agreements to document methods and procedures for interim and final interfaces for each service within sixty (60) days following the effective date of this Agreement or MCIm's notice to BellSouth of its initiation of that service. The sixty (60) day period shall be extended to the extent of any delay attributable to MCIm.

5.3 Procedures

5.3.1 Maintenance charges for premises visits by BellSouth employees or contractors shall be billed to MCIm and not to the subscriber.

5.3.1.1 If additional work is required, BellSouth employees or contractors shall call MCIm from subscriber premises so that MCIm can schedule a new appointment with BellSouth and subscriber at the same time.

5.3.1.2 BellSouth employees or contractors shall present the subscriber with an unbranded form, or MCIm provided MCIm branded form, detailing the time spent, the materials used and an indication that the trouble has either been resolved, or that additional work will be necessary.

5.3.1.3 The BellSouth employees or contractors shall use its best efforts obtain the subscriber's signature upon said form, and use the signed form to input maintenance charges into the BellSouth repair and maintenance database (accessible by way of electronic interface). These charges shall include any charges for inside wiring work by BellSouth employees or contractors.

5.4 Performance Measurements and Reporting

5.4.1 Time to Restore

Measures average time it takes to restore to service Local Services, Network Elements, or Combinations.

Measurement:

$N = \frac{\text{Total Duration Time}}{\text{Total Troubles}}$

$D = \text{Total Troubles}$

For Specials and Local Interconnection / Trunking:

$N = \frac{\text{Responsible Duration Time}}{\text{Total Troubles}}$

$D = \text{Total Troubles}$

To the extent MCIm has requested that BellSouth measure the time to restore Local Services, Network Elements or Combinations, separated between time to restore where no dispatch is required, time to restore where dispatch is required and time to restore a service impairment, and in addition MCIm has requested BellSouth to provide these measurements delineated in certain hourly intervals, BellSouth is agreeable to meeting this request for hourly intervals as delineated by MCIm, subject to an estimated one-time cost of \$20,000.00 and a monthly recurring cost of \$500.00. MCIm agrees to give BellSouth thirty (30) days written notice of its desire for BellSouth to provide this measurement and, subject to final agreement on cost (one-time and monthly), BellSouth will provide it as requested, within ninety (90) days unless otherwise agreed.

5.4.2 Repeat Troubles

Measurers trouble reports from the same customer in a 30 day period.

$N = \frac{\text{Total Repeats} < 30 \text{ days}}{\text{Total Troubles}}$

$D = \text{Total Troubles}$

5.4.3 Trouble Resolution Notification

BellSouth shall inform MCIm of the restoration of Local Service, Network Element, or Combination after an outage has occurred by means of a telephone call until such time as a mechanized means of notification becomes available.

5.4.4 MCIm will transmit repair calls to the BellSouth repair bureau by telephone until it is able to make use of the Electronic Interfaces pursuant to this Attachment VIII. BellSouth shall measure the average length of time it takes for the BellSouth repair bureau attendant to answer the telephone.

5.4.5 Missed Appointments

Measures when BellSouth misses meeting end user appointments that require a premise visit.

Measurement:

$N = \frac{\text{Total Appointments met}}{\text{Total Appointments set}}$

$D = \text{Total Appointments set}$

5.4.6 Report Rate

Measures the frequency of troubles reported within BellSouth's network.

Measurement:

$N = \frac{\text{Number of Trouble Reports per month}}{\text{Total number of lines}}$

$D = \text{Total number of lines}$

Section 6. Miscellaneous Services & Functions

6.1 General Requirements

6.1.1 Basic 911 and E911 General Requirements

6.1.1.1 Basic 911 and E911 provides a caller access to the appropriate emergency service bureau by dialing a 3-digit universal telephone number (911). Basic 911 and E911 access from Local Switching shall be provided to MCI in accordance with the following:

6.1.1.2 E911 shall provide additional routing flexibility for 911 calls. E911 shall use subscriber data, contained in the Automatic Location Identification/ Data Management System (ALI/DMS) and the E911 tandem switch, to determine to which Public Safety Answering Point (PSAP) to route the call.

6.1.1.3 If available, BellSouth shall offer a third type of 911 service, S911. All requirements for E911 also apply to S911 with the exception of the type of signaling used on the

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interconnection trunks from the local switch to the S911 tandem.

6.1.1.4 Basic 911 and E911 functions provided to MCIm shall be at least at parity with the support and services that BellSouth provides to its subscribers for such similar functionality.

6.1.1.5 Basic 911 and E911 access from Local Switching shall be provided to MCIm in accordance with the following:

6.1.1.5.1 BellSouth shall conform to all state regulations concerning emergency services.

6.1.1.5.2 For E911, BellSouth shall receive data from MCIm as described in the MCIm GUIDE (electronically via FTS). Errors will be mechanically faxed to MCIm promptly after the errors are detected by the update process. MCIm will transmit daily update files for "batch" processing within 24 hours of receipt of a "good file."

6.1.1.6 BellSouth shall provide for overflow 911 traffic to be routed to BellSouth Operator Services or, at MCIm's discretion, directly to MCIm operator services or to a seven digit number as provided by BellSouth and/or the appropriate public safety agency.

6.1.1.7 Basic 911 and E911 access from the MCIm local switch shall be provided to MCIm in accordance with the following:

6.1.1.7.1 Subject to mutual agreement, BellSouth shall interconnect direct trunks from the MCIm network to the E911 PSAP, or the E911 tandems as designated by MCIm. Such trunks may alternatively be provided by MCIm, without the selective routing function.

6.1.1.7.2 In government jurisdictions where BellSouth has obligations under existing Agreements as the primary provider of the 911 System to the county, MCIm shall participate in the provision of the 911 System as follows:

6.1.1.7.2.1 Each party shall be responsible for those network portions of the 911 System for which it has control, including any necessary maintenance to each party's portion of the 911 System.

6.1.1.7.2.2 Host BellSouth shall be responsible for maintaining the E-911 database BellSouth including validating MCIm updates against MSAG and posting valid updates to E911 database. Errors will be returned to MCIm for correction and transmission of valid updates.

6.1.1.7.3 If a third party is the primary service provider to a government agency, MCIm shall negotiate separately with such third party with regard to the provision of 911 service to the agency. All relations between such third party and MCIm are totally separate from this Agreement and BellSouth makes no representations on behalf of the third party.

6.1.1.7.4 If MCIm or Affiliate is the primary service provider to a government agency, MCIm and BellSouth shall negotiate the specific provisions necessary for providing 911 service to the agency and shall include such provisions in an amendment to this Agreement.

6.1.1.7.5 Interconnection and database access shall be priced as specified in Attachment I or at any rate charged to other interconnected carriers, whichever is lower.

6.1.1.7.6 BellSouth shall comply with established, competitively neutral intervals for installation of facilities, including any collocation facilities, diversity requirements, etc.

6.1.1.7.7 Where it may be appropriate for BellSouth to update the ALI database, BellSouth shall update such database with MCIm data in an interval no less than is experienced by BellSouth subscribers, or than for other carriers, whichever is faster, at no additional cost.

6.1.1.8 BellSouth shall provide to MCIm, where available, no later than fifteen (15) days after the Effective Date of this

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Agreement, the emergency public agency (e.g. police, fire, rescue, poison, and bomb) telephone numbers linked to all NPA NXXs for the states in which they provide service. Such information shall be used solely for purposes of handling emergency calls.

6.1.1.9 BellSouth shall transmit to MCIm all changes, alterations, modifications, and updates to the emergency public agency telephone numbers linked to all NPA NXX's when known.

6.1.1.10 The following are Basic 911 and E911 Database Requirements:

6.1.1.10.1 The TN data is managed in ALI by BellSouth, but the responsibility for providing the data resides with each Local Service Provider.

6.1.1.10.2 Copies of the MSAG shall be provided within seven (7) business days from the time requested and provided on magnetic tape or paper.

6.1.1.10.3 MCIm shall be solely responsible for providing MCIm database records to BellSouth for inclusion in BellSouth's ALI database on a timely basis.

6.1.1.10.4 BellSouth and MCIm shall arrange for the automated input and periodic updating of the E911 database information related to MCIm end users as stated in the ALEC Guide (Local Exchange Users Guide for Facility Based Providers). BellSouth shall work cooperatively with MCIm to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG). BellSouth

6.1.1.10.5 MCIm shall assign an E911 database coordinator charged with the responsibility of forwarding MCIm end user ALI record information to BellSouth or via a third-party entity, charged with the responsibility of ALI record transfer. MCIm assumes all responsibility for the accuracy of the data that MCIm provides to BellSouth.

6.1.1.10.6 MCIm shall provide information on new subscribers to BellSouth within one (1) business day of the order completion. BellSouth shall update the database within two (2) business days of receiving the data from MCIm. If BellSouth detects an error in the MCIm provided data, the data shall be returned to MCIm within two (2) business days from when it was provided to BellSouth. MCIm shall respond to requests from BellSouth to make corrections to database record errors by uploading corrected records within two (2) business days.

6.1.1.10.7 BellSouth agrees to treat all data on MCIm subscribers provided under this Agreement as strictly confidential and to use data on MCIm subscribers only for the purpose of providing E911 services.

6.1.1.10.8 BellSouth shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from MCIm at such time as a NENA standard carrier codes is implemented. The Carrier Code will be used to identify the carrier of record in INP configurations.

6.1.1.10.9 BellSouth shall identify which ALI databases cover which states, counties or parts thereof, and identify and communicate a Point of Contact for each.

6.1.1.11 Left blank intentionally

6.1.1.12 The following are basic 911 and E911 Network Requirements:

6.1.1.12.1 BellSouth, at MCIm's option, shall provide a minimum of two (2) E911 trunks per Numbering Plan Area (NPA) code, or that quantity which will maintain parity with the BellSouth's grade of service, whichever is the higher grade of service. These trunks will be dedicated to routing 911 calls from MCIm's switch to a BellSouth selective router.

6.1.1.12.2 BellSouth shall provide the selective routing of E911 calls received from MCIm's switching

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office where feasible. This includes the ability to receive the ANI of MCIm's subscriber, selectively route the call to the appropriate PSAP, and forward the subscriber's ANI to the PSAP. BellSouth shall provide MCIm with the appropriate CLLI codes and specifications regarding the tandem serving area associated addresses and meetpoints in the network.

6.1.1.12.3 Selective Routing Boundary documentation shall be available to MCIm. Documentation shows the boundary around the outside of the set of exchange areas served by that selective router. The documentation provides MCIm the information necessary to set up its network to route E911 callers to the correct selective router.

6.1.1.12.4 MCIm shall ensure that its switch provides an eight-digit ANI consisting of an information digit and the seven-digit exchange code. MCIm shall also ensure that its switch provides the line number of the calling station. Where applicable and mutually agreed to, MCIm shall send a ten-digit ANI to BellSouth.

6.1.1.12.5 Each ALI discrepancy report shall be transmitted by BellSouth to MCIm for corrective action.

6.1.1.12.6 The BellSouth controlling the 911 network should provide MCIm with a detailed written description of the following information on a one time basis:

6.1.1.12.6.1 When requested by MCIm, geographic boundaries of the BellSouth exchange service areas, and assistance in identifying the geographic boundaries of the government entities and PSAPs, as necessary.

6.1.1.12.6.2 When requested by MCIm, LECs rate centers/exchanges, where "Rate Center" is defined as a geographically specified area used for determining mileage dependent rates in the Public Switched Telephone Network.

6.1.1.12.6.3 Technical specifications for network interface, Technical specifications for database loading and maintenance.

6.1.1.12.7 Left Blank Intentionally

6.1.1.12.8 BellSouth shall begin restoration of E911 and/or E911 trunking facilities immediately upon notification of failure or outage. BellSouth must provide priority restoration of trunks or networks outages on the same terms/conditions it provides itself and without the imposition of Telecommunications Service Priority (TSP).

6.1.1.12.9 Left Blank Intentionally

6.1.1.12.10 Left blank intentionally

6.1.1.12.11 Diversity will be maintained or upgraded to utilize the highest level of diversity available in the network.

6.1.1.12.12 Equipment and circuits used for 911 shall be monitored at all times. Monitoring of circuits shall be done to the individual circuit level. Monitoring shall be conducted by BellSouth for trunks between the tandem and all associated PSAPs.

6.1.1.12.13 Repair service shall begin immediately upon receipt of a report of a malfunction. Repair service includes testing and diagnostic service from a remote location, dispatch of or in-person visit(s) of personnel. Technicians will be dispatched without delay.

6.1.1.12.14 All 911 trunks must be capable of transmitting and received Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).

6.1.1.13 Basic 911 and E911 Additional Requirements

6.1.1.13.1 All MCI metro lines that have been ported via INP shall reach the correct PSAP when 911 is dialed.

BellSouth shall send both the ported number and the MCI number (if both are received from MCI) to the PSAP.

6.1.1.13.2 BellSouth, where available, shall work with the appropriate government agency to provide MCI the ten-digit POTS number of each PSAP which sub-tends each BellSouth selective router/911 tandem to which MCI is interconnected.

6.1.1.13.3 BellSouth shall notify MCI 48 hours in advance of any scheduled testing or maintenance affecting MCI 911 service, and provide notification as soon as possible of any unscheduled outage affecting MCI 911 service.

6.1.1.13.4 MCI shall be responsible for reporting all errors, defects and malfunctions to BellSouth. BellSouth shall use its best efforts to provide MCI with the point of contact for reporting errors, defects, and malfunctions in the service and shall also provide escalation contacts within thirty (30) days of the Effective Date.

6.1.1.13.5 MCI may enter into subcontracts with third parties, including MCI Affiliates, for the performance of any of MCI's duties and obligations stated herein.

6.1.1.13.6 Within ninety (90) days of a BellSouth decision to implement SS7 signaling, BellSouth shall notify MCI of such decision.

6.1.1.13.7 BellSouth shall provide notification of any pending tandem moves, NPA splits, or scheduled maintenance outages, with enough time to react.

6.1.1.13.8 BellSouth shall notify MCI within 30 days of BellSouth's decision to implement "reverse ALI" inquiries by public safety entities.

6.1.1.13.9 BellSouth shall continue its existing process for the management of NPA splits by populating the ALI database with the appropriate new NPA codes.

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6.1.1.13.10 BellSouth must provide the ability for MCIm to update 911 database with end user information for lines that have been ported via INP or NP.

6.1.1.13.11 MCIm may, at its discretion, further request additional and/or modified reporting as business needs demand.

6.1.2 Directory Assistance Service

6.1.2.1 BellSouth shall provide for the routing of directory assistance calls (including but not limited to 411, 555-1212, NPA-555-1212) dialed by MCIm subscribers directly to either the MCIm DA service platform or BellSouth DA service platform as specified by MCIm. BellSouth shall provide MCIm with selective routing via Line Class Codes on a first come, first served basis. Further, MCIm and BellSouth shall continue to work with the appropriate industry groups to develop a long term solution for selective routing.

6.1.2.2 MCIm subscribers shall be provided, subject to section 6.1.2.1, above, the capability by BellSouth to dial the same telephone numbers for access to MCIm Directory Assistance that BellSouth subscribers to access BellSouth Directory Assistance via Line Class Codes on a first-come, first served basis.

6.1.2.3 BellSouth shall provide, subject to section 6.1.2.1, above, Directory Assistance functions and services to MCIm for its subscribers as described below until, at MCIm's discretion, BellSouth routes calls to the MCIm Directory Assistance Services platform via Line Class Codes on a first-come, first served basis.

6.1.2.3.1 BellSouth agrees to provide MCIm subscribers with the same Directory Assistance service available to BellSouth subscribers.

6.1.2.3.2 BellSouth shall notify MCIm in advance of any changes or enhancements to its DA service, and shall make available such service enhancements on a non-discriminatory basis to MCIm.

6.1.2.3.3 BellSouth shall provide Directory Assistance to MCI metro subscribers in accordance with BellSouth's internal operating BellSouth procedures and standards, which shall, at a minimum, comply with accepted professional and industry standards.

6.1.2.3.4 BellSouth shall provide MCI metro with the same level of support for the provisioning of Directory Assistance as BellSouth provides itself. Quality of service standards shall be in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that BellSouth uses and/or which are required by law, regulatory agency, or by BellSouth's own internal procedures, whichever are the most rigorous.

6.1.2.3.5 Service levels shall comply, at a minimum, with State Regulatory Commission requirements for number of rings to answer, average work time, and disaster recovery options.

6.1.2.3.6 BellSouth agrees to maintain an adequate operator work force based on service standards described in sections 6.1.2.3.4 and 6.1.2.3.5

6.1.2.3.7 Left Blank Intentionally

6.1.2.3.8 Directory Assistance services provided by BellSouth to MCI metro subscribers shall be branded as required by MCI metro; provided, however, that if for any reason BellSouth finds it is not possible to implement MCI metro's branding request, then BellSouth shall revert to generic branding for all local exchange service providers, including itself. Branding includes front-end, back-end, and non-branding to be determined by MCI metro.

6.1.2.3.9 BellSouth shall provide the following minimum Directory Assistance capabilities to MCI metro's subscribers:

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6.1.2.3.9.1 A minimum of two subscriber listings and/or addresses or BellSouth parity per MCIm subscriber request.

6.1.2.3.9.2 Name and address to MCIm subscribers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth subscribers.

6.1.2.3.9.3 Upon request, call completion to the requested number for local and intraLATA toll calls shall be sent, subject to section 6.1.2.1, above, to the network specified by MCIm via Line Class Codes on a first-come, first-served basis. Rating and billing shall be done by MCIm.

6.1.2.3.9.4 Populate the Directory Assistance database in the same manner and in the same time frame as for BellSouth subscribers.

6.1.2.3.9.5 Any information provided by a Directory Assistance Automatic Response Unit (ARU) shall be repeated the same number of times for MCIm subscribers as for BellSouth's subscribers.

6.1.2.3.9.6 When requested by MCIm, BellSouth shall provide instant credit on directory assistance calls as provided to BellSouth subscribers. BellSouth

6.1.2.4 BellSouth shall provide data regarding billable events as mutually agreed upon by MCIm and BellSouth.

6.1.3 Operator Services

6.1.3.1 BellSouth shall provide for the routing of local operator services calls (including but not limited to 0+, 0-) dialed by MCIm subscribers directly to either the MCIm operator service platform or BellSouth operator service platform as specified by MCIm. BellSouth shall provide MCIm with selective routing via Line Class Codes on a first-come, first served basis. Further, MCIm and BellSouth shall

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continue to work with the appropriate industry groups to develop a long term solution for selective routing.

6.1.3.2 MCI subscribers shall be provided, subject to section 6.1.3.1, above, the capability by BellSouth to dial the same telephone numbers to access MCI operator service that BellSouth subscribers dial to access BellSouth operator service via Line Class Codes on a first-come, first served basis.

6.1.3.3 BellSouth shall provide, subject to section 6.1.3.1, above, Operator Services to as described below until, at MCI's discretion, BellSouth routes calls to the MCI Local Operator Services platform via Line Class Codes on a first-come, first served basis.

6.1.3.3.1 BellSouth agrees to provide MCI subscribers the same Operator Services available to BellSouth subscribers. BellSouth shall make available its service enhancements on a non-discriminatory basis..

6.1.3.3.2 Operator Services provided to MCI subscribers shall be branded as required by MCI; provided however, that if for any reason BellSouth finds it is not possible to implement MCI's branding request, then BellSouth shall revert to generic branding for all local exchange service providers, including itself. Branding options include front-end, back-end, and non-branding as specified by MCI.

6.1.3.3.3 BellSouth shall provide the following minimum Operator Service capabilities to MCI subscribers:

6.1.3.3.3.1 BellSouth shall complete 0+ and 0-dialed local calls.

6.1.3.3.3.2 BellSouth shall complete 0+ and 0-intraLATA toll calls.

6.1.3.3.3.3 BellSouth shall complete calls that are billed to a calling card and MCI shall designate to BellSouth the acceptable types of

special billing for Special Calling Cards or credit cards that can be accepted.

6.1.3.3.3.4 BellSouth shall complete person-to-person calls.

6.1.3.3.3.5 BellSouth shall complete collect calls.

6.1.3.3.3.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

6.1.3.3.3.7 BellSouth shall complete station-to-station calls.

6.1.3.3.3.8 BellSouth shall process emergency calls when the caller dials 0- in error.

6.1.3.3.3.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

6.1.3.3.3.10 BellSouth shall process emergency call trace, subject to mutual agreement of MCIm and BellSouth on applicable processes.

6.1.3.3.3.11 BellSouth shall process operator-assisted directory_assistance calls.

6.1.3.3.3.12 Upon a subscriber request for either a rate quote or time and charges, BellSouth shall, through a neutral response, inquire of the subscriber from which carrier the rate or time and charges is requested. The operator will connect the call to that carrier.

6.1.3.3.3.13 Left blank intentionally

6.1.3.3.3.14 BellSouth shall route 0- traffic to a "live" operator team.

6.1.3.3.3.15 When requested by MCIm, BellSouth shall provide instant credit on

operator services calls as provided to BellSouth subscribers.

6.1.3.3.3.16 Caller assistance for the disabled in the same manner as provided to BellSouth subscribers.

6.1.3.3.3.17 If and when available, BellSouth shall provide operator-assisted conference calling.

6.1.3.4 Left Blank Intentionally

6.1.3.5 Operator Service shall adhere to equal access requirements when providing operator transfer services.

6.1.3.6 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to MCIm that BellSouth provides for its own operator service.

6.1.3.7 BellSouth shall perform Billed Number Screening when handling Collect, Third Party, and Calling Card Calls, both for station to station and person to person call types.

6.1.3.8 BellSouth shall provide service measurements and accounting reports as mutually agreed by MCIm and BellSouth.

6.1.3.9 Left Blank Intentionally

6.1.3.10 BellSouth shall direct subscriber account and other similar inquiries to the subscriber service center designated by MCIm, if requested by the subscriber.

6.1.3.11 BellSouth shall provide an electronic feed of subscriber call records in "EMR" format to MCIm in accordance with Section 4 of this Attachment.

6.1.3.12 Left Blank Intentionally

6.1.3.13 Busy Line Verification and Emergency Line Interrupt:

6.1.3.13.1 BellSouth shall engineer its BLV/ELI facilities to accommodate the anticipated volume of

BLV/ELI requests during the Busy Hour. MCI may, from time to time, provide its anticipated volume of BLV/ELI requests to BellSouth. In those instances when the BLV/ELI systems and databases become unavailable, BellSouth shall promptly Inform MCI.

6.1.3.14 BellSouth shall update the Line Information Data Base (LIDB) for MCI subscribers without charge.

Additionally, BellSouth must provide access to LIDB for validation of collect, third party billed, and LEC card billed calls.

6.1.3.15 Left Blank Intentionally

6.1.3.16 Charges for services provided pursuant to Section 6.1.3 shall be as set forth in Attachment I.

6.1.4 Directory Assistance and Listings Service Requests

6.1.4.1 These requirements pertain to BellSouth's DA and Listings Service Request process that enables MCI to (a) submit MCI subscriber information for inclusion in BellSouth Directory Assistance and Directory Listings databases; (b) submit MCI subscriber information for inclusion in published directories; and (c) provide MCI subscriber delivery address information to enable BellSouth to fulfill directory distribution obligations.

6.1.4.1.1 BellSouth shall accept orders via electronic interface in accordance with OBF Directory Service Request standards (TCIF EDI Technical Mapping) within - nine (9) months of final standard adoption. In the interim, BellSouth shall create a standard format and order process by which MCI can place an order via electronic exchange no later than December 31, 1997.

6.1.4.1.2 BellSouth will provide to MCI the following Directory Listing Migration Options, valid under all interconnection methods, including but not limited to, Resale, Unbundled Network Elements and Facilities-Based:

6.1.4.1.2.1 Migrate with no Changes: Retain and transfer all white and transfer all yellow

page listings for the subscriber in both DA and DL. Transfer ownership and billing for listings to MCI.

6.1.4.1.2.2 Migrate with Additions: Retain and transfer all white and transfer all yellow page listings for the subscriber in both DA and DL. Incorporate the specified additional listings order. Transfer ownership and billing for the listings to MCI.

6.1.4.1.2.3 Migrate with Deletions: Retain and transfer all white and transfer all yellow page listings for the subscriber in both DA and DL. Delete the specified listings from the listing order. Transfer ownership and billing for the listings to MCI.

6.1.4.1.3 BellSouth shall enable MCI to electronically transmit multi-line listing orders.

6.1.4.1.4 Left blank intentionally

6.1.4.1.5 Left blank intentionally

6.1.4.1.6 Left blank intentionally

6.1.4.1.7 Based on changes submitted by MCI, BellSouth shall update and maintain directory assistance and directory listings data for MCI subscribers who:

6.1.4.1.7.1 Disconnect Service

6.1.4.1.7.2 Change of Local Carrier

6.1.4.1.7.3 Install Service

6.1.4.1.7.4 Change any service which affects DA information

6.1.4.1.7.5 Are Non-Published, Non-Listed, or Listed

6.1.4.1.8 BellSouth shall not charge for storage of MCI subscriber information in the DA and DL systems.

6.1.4.1.9 MCIm shall not charge for storage of BellSouth subscriber information in the DA and DL systems.

6.1.5 Left blank intentionally

6.1.6 Directory Assistance Data

6.1.6.1 BellSouth shall provide to MCIm, to the extent authorized, the residential, business, and government subscriber records used by BellSouth to create and maintain its Directory Assistance Data Base, in a non-discriminatory manner. MCIm may combine this element with any other Network Element for the provision of any Telecommunications Service.

6.1.6.2 Upon request, BellSouth shall provide an initial load of subscriber records via electronic data transfer for ILECs, CLECs and independent Telcos included in their Directory Assistance Database, to the extent authorized. The NPAs included shall represent the entire BellSouth operating territory. The initial load shall reflect all data that is current as of one business day prior to the provision date.

6.1.6.3 BellSouth shall provide MCIm, to the extent authorized, a complete list of ILECs, CLECs, and independent Telcos that provided data contained in the database.

6.1.6.4 All directory assistance data shall be provided in the format as specified in "Directory Assistance Data Information Exchanges and Interfaces" below or in Bellcore standard F20 format.

6.1.6.5 On a daily basis, BellSouth shall provide updates (end user and mass) to the Listing Information via electronic data transfer. Updates shall be current as of one business day prior to the date provided to MCIm.

6.1.6.6 Left blank intentionally

6.1.6.7 DA data shall specify whether the subscriber is a residential, business, or government subscriber. Additionally, data must include all levels of indentation and

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all levels of information specified in "Directory Assistance Data Information Exchanges and Interfaces" below.

6.1.6.8 DA data shall be provided on the same terms and conditions that BellSouth provides to itself or other third parties, and at the same rates that BellSouth provides to other third parties.

6.1.6.9 BellSouth shall provide complete refresh of the DA data upon mutual agreement of BellSouth and MCI and subject to applicable charges pursuant to Attachment I.

6.1.6.10 MCI and BellSouth, upon mutual agreement, will designate a Technically Feasible point at which the data will be provided.

6.2 Systems Interfaces and Exchanges

6.2.1 Basic 911 and E911 Information Exchanges and Interfaces

6.2.1.1 BellSouth shall provide MCI a data link to the ALI/DMS database or permit MCI to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to MCI after MCI inputs information into the ALI/DMS database. Alternately, MCI may utilize BellSouth or a third party entity to enter through the service order process subscriber information into the database on a demand basis, and validate subscriber information on a demand basis.

6.2.1.2 BellSouth and MCI shall arrange for the automated input and periodic updating of the E911 database information related to MCI end users as stated in the ALEC Guide (Local Exchange Users Guide for Facility Based Providers). BellSouth shall work cooperatively with MCI to ensure the accuracy of the data transfer by verifying it against the Master Street Address Guide (MSAG).

6.2.1.3 The TN data is managed in ALI by the BellSouth, but the responsibility for providing the data resides with each Local Service Provider.

6.2.2 Directory Assistance Data Information Exchanges and Interfaces

6.2.2.1 Subscriber List Information

6.2.2.1.1 BellSouth shall provide to MCI, when an industry standard is available, and upon request by MCI, all published Subscriber List Information (including such information that resides in BellSouth's master subscriber system/accounts master file) via an electronic data transfer medium and in a format which is acceptable to MCI, on the same terms and conditions and at the same rates that the BellSouth provides Subscriber List Information to itself or to other third parties. When industry standards are available, all changes to the Subscriber List Information shall be provided to MCI on the same day as the change occurred through the electronic data transfer medium used to transmit the initial Subscriber List Information. Both the initial List and all subsequent Lists shall indicate for each subscriber whether the subscriber is classified as residence or business class of service.

6.2.2.2 This section addresses data format requirements and data inclusion requirements for directory assistance data information exchange between BellSouth and MCI. BellSouth shall provide MCI the following:

6.2.2.2.1 List of NPA-NXX's relating to the listing records being provided.

6.2.2.2.2 List of Directory Section names and their associated NPA-NXX's.

6.2.2.2.3 List of Community Names expected to be associated with each of the NPA-NXX's for which listing records shall be provided.

6.2.2.2.4 List of Independent Company names and their associated NPA-NXX's for which their listing data shall be included in BellSouth's listing data.

6.2.2.2.5 List of Independent Company names and their associated NPA-NXXs for which their listing data

is a part of BellSouth's directory database, but BellSouth is not to provide the listing data to MCI metro under this request.

6.2.2.2.6 Listing volume totals by directory section, NPA, and state.

6.2.2.2.7 Average daily update volume by directory section, NPA, and state.

6.2.2.2.8 Identify any area wide or universal service numbers which may be listed. Identify the telephone number to be provided to callers outside the servicing area.

6.2.2.2.9 Identify any listing condition(s) unique to BellSouth's serving area which may require special handling in data processing in the directory. Indented Listings (Captions) should be identified and delivered handled as specified.

6.2.2.3 Considerations Relating to an Indented Listing (Caption) Set Requirements

6.2.2.3.1 Use of line numbers, or other methods, to ensure the integrity of the caption set and identify the sequence or placement of a listing record within the caption set. A sufficient range of numbers between listing records is required to allow for the expansion of the caption set. A method is also required to permit the caption header record to be identified, but each level of indent is not required to be recapped; placement of the indent is based on line number. This method does require stringent edits to ensure the integrity of the caption set.

6.2.2.3.2 Use of guideline or recapped data to identify previously established header and sub-header records for placement of data within the caption set. This permits flexibility to easily expand the caption set. This method also requires that, in addition to the caption header record, each level of indent be recapped in order to properly build the caption set.

6.2.2.3.3 In order to maintain the integrity of caption replacement, with end-of-day cumulative effect, one OUT record must be sent to delete the entire caption set, followed by IN activity each listing record within the caption set.

6.2.2.3.4 MCIm requires listing instruction codes on the service order which indicate how the set is to appear in the published directory.

6.2.2.4 Data Processing Requirements: BellSouth and MCIm shall mutually agree to standards on the following data processing requirements:

6.2.2.4.1 Identify type of tape to be used in sending the test and initial load data. For example, reel or cartridge tape. Due to the size of an initial load, it would be generally expected to be on tape and the daily update activity via another media, such as NDM.

6.2.2.4.2 Identify tape or dataset label requirements.

6.2.2.4.3 Identify tracking information requirements. For example, use of header and trailer records for tracking date and time, cycle numbers, sending and receiving site codes, volume count for the given tape/dataset. It may also be helpful to have some filler fields for future use.

6.2.2.4.4 Identify dates MCIm should not expect to receive daily update activity.

6.2.2.4.5 Data should be received in uppercase. An asterisk (*) should be used advise of the need to apply the reverse capitalization rule. However, if the provider determines to provide the listing data from a database that has already messaged the data and applied the capitalization rules, the asterisk may be omitted.

6.2.2.4.6 Identify information that shall enable MCIm to identify listings within an indented list (caption) set. For example:

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6.2.2.4.6.1 When a particular listing has been designated to be filed as the first listing for a given level (0-7) of indent - usually out of alpha sequence.

6.2.2.4.6.2 When an alternate call listing (e.g. If no answer) relates to multiple preceding listings of the same level.

6.2.2.4.7 Identify any other pertinent information needed to properly process the data.

6.2.2.5 Listing Types

LISTED	The listing information is available for all directory requirements.
NON-LISTED	The listing information is available to all directory requirements, but the information does not appear in the published street directory.
NON-PUBLISHED	A directory service may confirm, by name and address, the presence of a listing, but the telephone number is not available. MCIIm may confirm the address, but is not permitted to receive the non-published telephone number. The listing information is not available in either the published directory or directory assistance.

6.2.2.6 Listing Styles

<u>LISTING STYLE</u>	<u>DESCRIPTION</u>
STRAIGHT LINE	All listing information is formatted in a straight line. Data generally consists of Name, Address, Community, and Telephone Number. Additional data may consist of dialing instructions or other general information relating to the listing.
INDENTED LISTING SET -	Two or more listing records relating to the same listed subscriber. The first is formatted as a straight line

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STRAIGHT LINE UNDER (SLU)	listing with the additional listing(s) indented one degree under the straight line listing.
INDENTED LISTING SET - CAPTION SET	Formatted with one listing header record and multiple indented listing records. See detailed description below.

INDENTED LISTING (CAPTION) SET

HEADER RECORD	Contains listed name; address and telephone number data fields are blank.
SUB-HEADER RECORD/ LISTING	May contain name data only, or may include address and telephone number data. Associated subordinate records may, or may not be present.
INDENTED NAME LISTING	Contains name data , may or may not have address data, and telephone number data.
INDENTED ADDRESS LISTING	Contains address and telephone number data; the name data text field is blank.
LEVEL OF INDENT	Header record is zero (0), sub-header and indented records range from 1 - 7.

6.2.2.7 Data Field Elements

Requirements for Initial Processing and Daily Update Activity

<u>DATA FIELD</u>	<u>DATA ELEMENT</u>	<u>FIELD LENGTH</u>
ACTION CODE	A ' Add D ' Delete or I ' In O ' out	Required: 1 alpha character
RECORD NUMBER	Sequentially assigned number to each record for a given process (test, initial load, or update activity). Number assignment begins with 00000001 and is incremented by 1 for each record on the file.	Required: 8 digits
NPA	Area code relating to the directory section the record is to be listed.	Required: 3 digits
COMPANY IDENTIFIER	The 4-character company code as defined in Section 8 of the National Exchange Carrier Association, Inc. Tariff.	Required: 4 digits
DIRECTORY SECTION LISTING IDENTIFIER	Name of the directory section where the record is to be listed. F ' Foreign C ' Cross-Reference E ' Enterprise (WX number requiring operator assistance to connect the call) W ' Wide area or universal service	Required: Maximum of 50 alpha characters Optional: 1 alpha character
FILE PLACEMENT	B ' Business (4) R ' Residence (1) G ' Government (2) BR ' Business & Residence (5) BG ' Business & Government (6) BRG ' Business, Residence, & Government (7)	Required: Maximum of 3 alpha characters
LISTING TYPE	L ' Listed N ' Non-Listed	Required: Maximum of 2 alpha characters

NP ' Non-Published

LISTING STYLE	S ' Straight line I ' Indented listing set	Required: 1 alpha character
	An Indented listing relates to either a caption or Straight Line Under (SLU) set listing.	
INDENT LEVEL	0 ' Non-indented record 1 - 8 ' Level of indented record	Required: 1 digit
ADDRESS HOUSE NUMBER	For example: 123, A-123, 123-1/2	Optional: Maximum of 20 alphanumeric characters, including hyphen, space, and slash
ADDRESS PRE-DIRECTIONAL	For example: N, S, E, W, NE, SW, NORTH	Optional: Maximum of 5 alpha characters
ADDRESS STREET NAME	For example: Main, Peachtree-Dunwoody, HWY 75 at Exit 30	Optional: Maximum of 100 alpha, alphanumeric characters, including spaces and hyphens.
ADDRESS SUFFIX OR THOROUGHFARE	For example: SUITE 160, ST, or WAY	Optional: Maximum of 20 numeric, alpha, or alphanumeric characters
ADDRESS POST DIRECTION	For example: N, S, NE, SW	Optional: Maximum of 5 alpha characters
ADDRESS ZIP CODE	5-digits or ZIP + 4	Optional: Maximum of 10 digits, including the hyphen when using ZIP + 4
COMMUNITY NAME	Identifies the name of the community associated with the listing record. See Glossary for more details.	Maximum of 50 alphanumeric characters, including spaces and hyphen
STATE NAME	Identifies the state associated with	Maximum of 2 alpha

ABBREVIATION	the community name; 2-character state abbreviation used by the US Postal Office.	characters
INFORMATION TEXT	Miscellaneous information relating to the listing. Including, but not limited to, for example: TOLL FREE DIAL 1 & THEN, CALL COLLECT, or TDD ONLY. The various types of Information Text must be identified to MCIm.	Optional: Maximum of 250 alpha, numeric, or alphanumeric characters
NAME - FIRST WORD	<p>Surname of a Residence or Business listing, or first word of a Business or Government listing</p> <p>Multi-word or hyphenated surnames should be treated as one word.</p>	<p>Required for a zero (0) level record.</p> <p>Optional if an indented (level 1-8) record, unless the name text present in the indented record relates to a Surname.</p> <p>Maximum of 50 alpha, numeric, alphanumeric, or special characters</p>
NAME - SUBSEQUENT WORD(S)	Given name and/or initial(s) of a Surname listing or Additional word(s) for a Business or Government listing	Expected if the First Word is the Surname of a Residence or Business listing. Maximum of 250 alpha, numeric, special, or alphanumeric characters.
LINEAL DESCENT	e.g. SR, JR, III. If Lineal Descent data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data.	Optional: Maximum 10 alpha characters
TITLE(s)	e.g. MRS, LT COL, RET SGR, DR. Multiple titles are acceptable. If title data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent is	Optional: Maximum of 20 alpha characters

also in the Listed Name
Subsequent Word(s) data field, title
data should be placed following the
lineal descent data.

DEGREE	e.g. MD, CPA, PHD. Multiple degrees are acceptable. If degree data cannot be uniquely identified, it should be included with the Listed Name Subsequent Word(s) data and placed at the end of the name data stream. If lineal descent and/or title data is also present, it should follow title data.	Optional: Maximum of 20 alpha characters
NICKNAME	Another name the listed subscriber may be known by.	Optional: Maximum of 20 alpha characters
BUSINESS DESIGNATION	Term used to identify the listed subscriber's profession, business, or location, e.g. ATTY, CARPETS, OFC	Optional: Maximum of 50 alpha characters
STANDARD TELEPHONE NUMBER *	NPA NXX-LINE	Optional: 12 characters, including space and hyphen
NON-STANDARD TELEPHONE NUMBER *	Telephone numbers less than or more than the standard telephone number.	Optional: Minimum of 1 digit, maximum of 22 characters, including spaces and hyphens

* Either a Standard or Non-standard telephone is required for a zero level record unless the record is a Cross-reference listing or an Indented Listing (caption) Set record. A telephone number may, or may not be present on an Indented Listing Set record for level(s) 0-7.

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Subscriber Information					
Business Function	Long-Term Solution	Real-Time Access To Data	Real-Time Transaction Processing	Frequency/Time Interval	Interim Solution
BellSouth provides all published Subscriber List Information	Electronic Interface - within 30 days of Agreement	N	N/A	One-time only	To be negotiated
BellSouth provides MCIm with changes to Subscriber List Information	Electronic Interface	N	N/A	same day as changes occurs	To be negotiated
BellSouth provides all Street Address Guide Information (SAG)	Electronic Interface	N	N/A	One-time only	To be negotiated
BellSouth provides changes to Street Address Guide Information (SAG)	Electronic Interface	N	N/A	same day as changes occur	To be negotiated

*To be implemented by January 1, 1997, or agreed upon timeframe. All system availability is operational 24 hours a day, 7 days a week unless otherwise specified.

** Real-Time access to real-time or most current available data, as opposed to real-time browsing of a database that may be outdated

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Other Information	Long Term Solution	Real Time Access To Data	Real Time Transaction Processing	Frequency/Time Interval	Interim Solution
BellSouth provides MCIm PICs available at a central office level	Electronic Interface		N/A		To be negotiated
MCIm views subscriber profile information at the line and trunk level.	Electronic Interface	Y	N/A	N/A	To be negotiated
MCIm views all features and services, including new services, trial offers and promotions available through BellSouth	Electronic Interface	Y	N/A	N/A	To be negotiated
MCIm views all services and features technically available from each switch that BellSouth may use to provide a Local Switching element.	Electronic Interface	Y	Y	N/A	To be negotiated

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Telephone Number Reservations	Interim Solution	Real Time Access to Inventory	Real Time Reservation	Frequency of Updates	Interim Solution
MCIm views available list of telephone numbers	Electronic Interface	Y	N/A	N/A	To be negotiated
MCIm reserves/assigns telephone numbers for both simple and complex services from available BellSouth list/number services system	Electronic Interface	Y	Y	N/A	To be negotiated
BellSouth provides confirmation of simple number reservation	Electronic Interface	Y	Y	N/A	To be negotiated
BellSouth provides confirmation of complex number reservation	Electronic Interface	N	N	within 24 hours	To be negotiated

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Order Submission Business Function	Order Interface	Real Time Accounting	Real Time Transaction Processing	Frequency/Time Interval	Interim Solution
MCIIm submits order for desired resold features and services, Local Services, unbundled elements and/or combinations of elements from BellSouth	Electronic Interface	Y	Y	N/A	To be negotiated
MCIIm orders local, intraLATA, InterLATA, and international service on a single order	Electronic Interface	Y	Y	N/A	To be negotiated
MCIIm requests suspension, termination or restoration of service	Electronic Interface	Y	Y	N/A	To be negotiated
MCIIm adjusts pending order due dates	Electronic Interface	Y	Y	N/A	To be negotiated

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Order Tracking					
Business Function	Long-Term Solution	Real-Time Archiving	Real-Time Archiving	Frequency / Time Interval	Interim Solution
BellSouth provides acknowledgment or rejection of Service Orders to MCI	Electronic Interface	Y	Y	within 1 hour	To be negotiated
BellSouth provides errors in Service Orders to MCI	Electronic Interface	Y	Y	N/A	To be negotiated
BellSouth provides FOC to MCI	Electronic Interface	N	Y	within 4 hours	To be negotiated
Performance					
BellSouth provides delay notification to MCI	Electronic Interface	Y	Y	N/A	To be negotiated
BellSouth provides completion notification to MCI	Electronic Interface	Y	Y	within 1 hour	To be negotiated
MCI schedules service installations	Electronic Interface	Y	Y	N/A	To be negotiated
BellSouth provides charges on special construction to MCI	Electronic Interface	Y	Y	N/A	BellSouth's LCSC will immediately notify MCI by phone
BellSouth supplies MCI with Due Date Interval Guides/Job Aids	Electronic Interface	Y	N	N/A	To be negotiated

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MCIIm Comment

This exhibit specifies, for each information exchange between MCIIm and BellSouth, the type of interface, whether real-time access and processing is required, and the frequency of information exchanges. This information is required to ensure that both parties are in agreement on each others' interface requirements.

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ATTACHMENT IX

SECURITY REQUIREMENTS

Section 1. Physical Security

BellSouth shall exercise the same level of care it provides itself to prevent harm or damage to MCIm or its employees, agents or subscribers, or their property. BellSouth agrees to take reasonable and prudent steps to ensure the adequate protection of MCIm property located within BellSouth premises, including but not limited to:

1.1 Restricting access to MCIm equipment, support equipment, systems, tools, or spaces which contain or house MCIm equipment enclosures to MCIm employees and other authorized non-MCIm personnel to the extent necessary to perform their specific job function.

1.2 Furnishing to MCIm a current written list of BellSouth's employees which BellSouth authorizes to enter spaces which house or contain MCIm equipment or equipment enclosures, including caged areas, authorized with current facsimiles of the types of identifying credentials to be carried by such persons.

1.3 Complying at all times with security and safety procedures and requirements mutually agreed upon at the first collocation meeting for each site, including but not limited to sign-in, identification, and escort requirements while in spaces which house or contain MCIm equipment or equipment enclosures..

1.4 Assuring that the physical security and the means of ingress and admission to space that house MCIm equipment or equipment enclosures are equal to or exceed those provided for BellSouth pursuant to BellSouth Admissions Practices.

1.5 Allowing MCIm to inspect or observe spaces which house or contain MCIm equipment or equipment enclosures at any time and to furnish MCIm with all keys, entry codes, lock combinations, or other materials or information which may be needed to gain entry into any secured MCIm space.

1.6 Where BellSouth has access device systems, agreeing to coordinate MCIm's use of any access device systems, whether biometric or card reader, or types which are encoded identically or mechanical coded locks on external

and or internal doors to spaces which house MCIm equipment.

1.7 Limiting the keys or other access methods used in its systems for spaces which contain or house MCIm equipment or equipment enclosures to BellSouth employees and representatives to emergency access only. MCIm shall further have the right to change locks or other access methods on all spaces where deemed necessary for the protection and security of such spaces. In such an event, MCIm shall provide BellSouth with replacement keys or equivalent.

1.8 Ensuring that doors that provide access to MCIm equipment enclosures are equipped to protect against removal of hinge pins.

1.9 Controlling unauthorized access from passenger and freight elevators by continuous surveillance or by installing security partitions, security grills, locked gates or doors between elevator lobbies and spaces which contain or house MCIm equipment or equipment enclosures, as selected by MCIm and at MCIm's expense.

1.10 Providing prompt notification to designated MCIm personnel whenever BellSouth has determined that there has been an actual or attempted security breach. MCIm shall provide prompt notice to BellSouth when MCIm determines that an actual or attempted security breach of the MCIm secured space has occurred.

1.11 Ensuring that areas designated to house MCIm equipment are environmentally appropriate for the MCIm equipment installation, and, consistent with Attachment V, adequate to maintain proper operating conditions for the MCIm equipment.

Section 2. Network Security

2.1 MCIm's secured space shall be covered by the same back-up and recovery plan used for BellSouth space in the event of a system failure or emergency.

2.2 BellSouth shall install controls and logical security as set forth in Attachment V, Section 2.17.4, to (i) disconnect a user for a pre-determined period of inactivity on authorized ports; (ii) protect subscriber proprietary information; (iii) ensure both ongoing operational and update integrity, (iv) assure that all approved system and modem access be secured through security servers and that access to or connection with a network element shall be established through a secure network or security gateway; and (v) provide security equal to or better than that which BellSouth provides to itself (which shall include Design, Development, Maintenance and Administration

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Security Standards for Network Elements, Network Element Support Systems, and other Computer Systems).

2.3 BellSouth shall provide Network Security (i) ensuring that all MCIm-approved systems and modem access are secured through MCIm-approved security devices; and (ii) ensuring that access to or connection with a network element are established through MCIm security-approved networks or gateways.

2.4 BellSouth agrees to comply with MCIm Corporate Security Standards, including but not limited to "MCIm Information Asset Security Standards", February, 1996, Document Number 076-0004-01-01.OF-ER and "MCIm Minimum Security Baseline Standard for Information Systems", January 1996, Document Number 076-0003-01.OF-ER.

Section 3. Revenue Protection

3.1 BellSouth shall make available to MCIm all present and future fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements. These features include, but are not limited to screening codes, information digits assigned such as code 07 which indicate special handling of the call is required, call blocking of domestic, international, 800, 888, 900, NPA-976 numbers.

3.1.1 Uncollectible or unbillable revenues resulting from, but not confined to provisioning, maintenance, or signal network routing errors shall be the responsibility of the party causing such error, and such liability shall be calculated pursuant to the methodology set forth in Attachment VIII, section 4.1.4.

3.1.2 Left Blank Intentionally

3.1.3 Left Blank Intentionally

Section 4. Law Enforcement Interface

Upon request by MCIm Security/Network Services, BellSouth shall provide all necessary assistance to facilitate the execution of a wiretap, call trace or dialed number recorder court order provided from law enforcement authorities. In that regard, BellSouth shall provide seven day a week / twenty-four hour a day installation and information retrieval pertaining to traps, assistance involving emergency traces and information retrieval on subscriber invoked CLASS services.

ATTACHMENT X

Credits for Performance Standards Failures

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